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SELECT XVI CENTURY CAUSES
IN TITHE

THE YORKSHIRE
ARCHÆOLOGICAL SOCIETY

FOUNDED 1863

INCORPORATED 1893

RECORD SERIES

VOL. CXIV

BEING THE SECOND VOLUME
FOR THE YEAR 1947

SELECT
XVI CENTURY CAUSES
IN TITHE

FROM THE YORK DIOCESAN REGISTRY

EDITED BY

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PRINTED FOR THE SOCIETY

1949

Printed by
THE HERALD PRINTING WORKS,
YORK AND LONDON.

INTRODUCTION

The documents printed in the texts of this volume are chosen entirely from one part of one section of one collection of archives ; they are Tudor Cause Papers in Tithe cases, from the surviving records of the Consistory Court of the Archbishop of York, now preserved in the York Diocesan Registry. Tithe Causes have been chosen for transcription not only because of the subject, but also more particularly because of the richness, in incidental information of many kinds, of the attestations attached to these files. Suits in which the greater part of the proceedings was recorded in Latin have been omitted ; this undoubtedly has ruled out some suits of interest, but the omission is at least counterbalanced by the fact that the Causes from the first quarter of the XVI Century, where Latin predominates, are composed largely of papers recording purely legal form and procedure, and are notably less rich in attestations than the Causes after the year 1540. As the Century proceeds, the preference for legal forms, and for Latin, dwindles, and by 1560 the usual form of the file had come to be that of Articles and Attestations in English with Latin headings only, although the records of such formal proceedings as Allegations, Responsions and Interrogatories to some extent, and Sentences always, continued to be given in Latin.

2.

Before considering any further in detail the actual documents to be presented, some explanation of the nature of tithe and of the law of tithe must be given. For this purpose, the most useful and reliable source of information is perhaps that part of Phillimore's "Ecclesiastical Law" which deals with tithe (2nd Edition, 1895, Vol. II, pp. 1147 and foll.); certain passages of this are now quoted, particularly those which illustrate points with which the Causes printed in the Texts will be found to be concerned.

As a primary definition, Tithes, concerning their kind or nature, are called predial, mixt, or personal. Predial tithes are those on crops and so forth arising immediately from the ground, as grain of all sorts, hay, wood, fruits or herbs. Mixt tithes are those derived from things immediately nourished by the ground, as colts, calves, lambs, chickens, milk, cheese, eggs. Personal tithes are those from the products of any kind of labour or industry, and form the tenth part of the clear gain after charges deducted.

There is a further division of tithes, by value, into great and small or minute. The great tithes are those of corn, hay and wood.

The small tithes are the predial tithes of all other kinds than those which afford the great tithes, and all mixt and personal tithes.

"Tithes of common right do belong to that Church within the precincts of whose parish they arise," at least since the Decretal of Innocent III to the Archbishop of Canterbury in 1200. "Yet notwithstanding, one person may prescribe to have tithes within the parish of another, and this is what is called a portion of tithes. But whatever origin these portions might have, they were in law so distinct from the Rectory, that if one who had them purchased the Rectory, the portion was not extinct, but remained grantable, but as to the cognisance thereof, . . . that belonged, like the cognisance of other tithes, to the Ecclesiastical Court."

"Tithes extra-parochial, or within the compass of no certain parish, belong to the Crown . . . By custom, however, a parson or vicar might be entitled to the tithes of extra-parochial lands."

Tithe of cattle feeding on hired pasture was a frequent cause of trouble and appears regularly in the Cause files. See below, No. XXII, p. 60.

"By 2 and 3 Edwd. VI c. 13 s. 3, every person having any cattle tithable depasturing on any waste or common ground whereof the parish is not certainly known, was to pay the tithes for the increase of such cattle to the parson, vicar, etc., of the parish where the owner of the cattle dwells. Tithes of agistment of cattle fed upon the common were not within this statute." The difficulty arose, of course, because cattle were often pastured, or "agisted", especially in summer, at a considerable distance from the dwelling place of the owner.

"Glebe lands . . . did not pay tithe . . . either to parson or vicar . . . But this exemption did not extend to the lessee or feoffee of the vicar. But if the vicar were specially endowed of the small tithes of the glebe lands of the parsonage, then he had them, though they were in the hands of the appropriators."

In the Causes quoted below in the Texts, persons who have not paid tithe and are being sued for payment not infrequently plead that the land from which tithe is demanded was formerly monastic land. They were thus claiming an old-established exemption. See below, No. XLI, pp. 166, 167.

"All abbots and priors and other chief monks originally paid tithes as well as other men, until Pope Paschal II exempted generally all the religious from paying tithes of lands in their own hands . . . Pope Hadrian IV restrained this exemption to the three religious Orders only of Cistercians, Templars and Hospitalers, unto which Pope Innocent III added a fourth, to wit, the Premonstratensians . . . Then came the General Council of Lateran in the year 1215, and further restrained the said exemption from tithes of lands in their own occupation to those lands which they were in possession of before that Council . . . But the Cistercians . . . in process of

time procured Bulls to exempt also their lands which were let to farm," although this was restricted later by 2 Hen. IV c. 4 to exemptions already purchased. 31 Hen. VIII c. 18 s. 21 exempted all such dissolved lands as had been exempt when in the hands of monasteries.

It need not be assumed that in all cases where a suit for tithe was brought by an incumbent into the Ecclesiastical Courts the reason was obstinate refusal to pay. In some cases at any rate it might be an action by way of safeguard, to establish the right of the incumbent to the tithe in question. "For the recovery of tithes, by a constitution of Archbishop Winchelsea an incumbent was compelled to demand his tithes that they might not be lost to his successors. The ordinary course was to bring a suit against the owner of the property to be tithed." There were some exceptions to this rule in the case of agistment, that is, the feeding of horses, cattle or other stock on hired pasture.

Again, cases are found where an incumbent, or the farmer or impropiator of a Rectory, found it necessary to bring a suit against an executor for tithes due from his testator.

Several of the cases in the text (see for example No. XXXVII, p. 134) are concerned with payments of tithe in money and not in kind; indeed, we may see a change from payment in kind to money payments becoming more usual in the course of the XVI Century. "It was not uncommon for a custom to be established whereby some fixed sum of money or quantity of corn or other tithable goods was taken by the tithe owner instead of the literal tithe . . . This fixed sum or quantity was called a 'modus' . . . for a whole parish or for some particular lands in it only."

These notes of the legal aspect of tithes may help to illustrate features of the Causes given in the Texts.

3.

The study of the Cause Papers has brought out one very marked feature of the incidence of tithe suits, and that is the great increase after about 1540 of suits brought by lay Rectors or farmers of rectorial tithes. After the Dissolution of the Monasteries there was obviously a great increase in the number of persons who had obtained leases from the Crown of lands and rights belonging to Rectories formerly held by or appropriated to religious houses. In view of this widespread transfer of monastic lands to lay tenure after 1540 or thereabouts, such an increase in suits is not altogether unexpected, but a few figures may show an interesting progress. The Diocesan Registry has files from 259 Causes in the XIV Century; of these, 45 are Causes for tithe, divided as follows: between Rector and parishioner or tenant, 31; between Rector and Rector or Vicar, 11; between Vicar and tenant for the small tithes, 1, with 2 uncertain cases. For the XV Century, there are 323 files, with

42 of them for tithe ; 28 of these are between Rector and parishioner, all the rest between Rector and Rector or Vicar. For the period between 1500 and 1540, less than half a century, there are 243 cases, with 44 of them for tithe ; of these, 25 are between Rector and parishioner, 5 between Rector and Vicar, 4 between the farmer of the Rectory and the Vicar, 3 between farmer and parishioner, and 7 between Vicar and parishioner. But between 1540 and 1560, a period only half as long as the last, there are 520 causes, and the number of tithe causes rises to 180. Of these, 29 are between Rector and parishioner, 16 between Vicar and parishioner, and the remainder—no less than 137 out of 180—are brought by the lay farmer or impropiator against a parishioner. So far as this evidence goes, it appears to suggest a remarkable alteration in the relations between landlord and tenant in this matter of tithe. In the Diocese of York, at any rate, the weight of evidence of these files is against much farming of Rectories to laymen by the monasteries, and seems to indicate either an increased sharpness by post-Dissolution lay Rectors in demanding tithe, or a greater disinclination by post-Dissolution laity in paying it. It will be noted that in some cases the tenants of former monastic land plead that the land never had paid tithe in past times when the monastery held it ; the legal aspect of this has already been set out in the last section above.

4.

Full discussion of the processes and forms in a Cause before the Consistory Court need not be entered upon here, but some account of the procedure in its simpler and more normal form may usefully help in the understanding of the documents given below. It is rarely in the XVI Century that the surviving file relating to a Cause gives even a majority of the papers produced by the various stages of a suit before the Court. Moreover, the procedure of the Court gave openings for almost infinite complications, pursuit of side-issues, and delaying tactics by one or both of the parties in the Cause, which produced documents that often were no more than repetitions or variations of the same form. Assuming, however, that the suit was given a fairly simple and straightforward passage and hearing, the normal procedure may be described as follows. First came the business of appointing and admitting the proctors, or counsel, for both sides. The proctor for the prosecution, the "active part", then drew up allegations which were reduced to a "libel" of "Articles", setting out point by point, often in minute detail, the case for the prosecution. To this the defendant, through his proctor, made his "personal responsions". In about a quarter of all the files, these two documents only have been preserved. Next came the business of the production and admission on oath of witnesses for the prosecution, and then their examination on the Articles for the prosecution. We may omit such minor stages as

the application by the proctors for the publication of this evidence, and the supply of written copies, which occurred at or about this point. After this, the defending proctor put in the "Interrogatories", often lengthy and always in close detail, which set a form of cross-examination of the witnesses for the prosecution. This usually concluded for the time being the case for the prosecutor, or at least its first stage, but "Additional Articles" amplifying the first "Libel" might be put in either at this stage or after the reply by the defence, or both, on which the former procedure was repeated. The defence now began what was virtually a complete reproduction in form of the action conducted by the prosecution, beginning with a Libel of Articles, now usually described as "of exception", either against the matter of the prosecuting Articles or against the character and credibility of the prosecutor's witnesses, with the same apparatus of witnesses and attestations, met by Interrogatories for the prosecution, and more witnesses on both sides. Some of these defence actions raised entirely new issues which were intended to non-suit the prosecutor or confuse the arguments of the prosecuting proctor; a good example of one of these large-scale diversions is found in No. XXXVIII, p. 138, below, while No. XXVII, p. 78, shows well how elaborately some of these defence arguments might be pleaded, with lengthy Articles and a formidable array of witnesses. Complications in the cause, which might be serious or even fatal to the prosecution, arose from the skill and quickness of either proctor to detect a legal slip or formal mistake by his opponent on some point of law, or more dangerously perhaps of procedure, for which occasions were many even if their beginnings might appear trivial; such points had to be argued out separately, and that argument, or even the adroitness of counsel in foreseeing or detecting such a slip, might be rewarded by the invalidating of the whole case for the other side. In simple and normal procedure, however, the only major operation which remained was the passing of sentence by the Judge, and the assessment of penalties and costs. This of course might be followed by appeal, from the Diocesan Court to the Provincial or to the Ecclesiastical Commission, or from Ecclesiastical Court to civil, but in the great majority of cases there is no ground for thinking that this course was taken. A good general idea of the progress of a suit through the Court, with its wanderings and delays, will be gathered from the third document printed in the Texts, on pp. 9-11 below. The most vexatious and obstinate causes of delay in the proceedings were the contumacy, or contempt, of parties or witnesses by non-appearance, calling for repeated summonses and threats of excommunication, with citations and writs, and the custom of the Court to hear a small part only of an action at a particular sitting, and then to postpone further hearing once, twice, or many times. The piling up of costs which this must have involved, with the inconvenience to the parties and their witnesses and the dislocation of their business.

must have been serious and galling, but no improvement was attempted, so far as the records show, nor did the volume of litigation brought to the Courts diminish in consequence, even for slight matters of diffamation.

5.

Perhaps the richest interest, as well as the most varied and valuable historical material, to be found in these Cause files is in the incidental references which they contain. This is indeed a very fruitful field, but one hitherto hardly at all worked ; perhaps no other class of document of the same period, or of anything like equivalent quantity, is comparable in this respect of incidental information with the Cause Papers in Tithe. Some of the pictures of social life which may be found in the Attestations are as charming as they are vivid ; that of the young nuns of Moxby going hay-making, in No. XXXIX, p. 149, or of the Canons of Kirkham on their Rogation-tide processions having their cakes and ale at a field corner, or the peddler mending his packs while he watches the sportsmen, both in No. XXVII, p. 78, or No. XL, p. 153, may be taken as random examples of these graphic touches. In these files, and mainly in the attestations, will be found illustrations of ecclesiastical life, such as the somewhat casual methods of supplying a Chapelry with a Curate, No. XXXVI, p. 123, or details will be given of the age of clergy. The topographical material is often extremely rich, and place names occur with great frequency ; one of the most remarkable examples of both these is the outstanding file G. 601, given below as No. XXVII, p. 78, but even such elaborate descriptions of parish or manor boundaries as this file contains are not rare. There is much information on social and economic subjects ; the descent of land is often traced with great exactness from holder to holder over a long period, as in No. XXVIII, p. 98 ; such tracing of descent is not restricted to lands formerly monastic. Details of agricultural life and methods occupy naturally a large place in these files ; these may be represented here by the references to sheep farming about Garrowby in No. VIII, p. 23. Notices of enclosure, or of the breaking up of new ground for tillage occur, even where this is not a major issue in the suit ; No. XXIX, on p. 98, is a useful example of this, and a case where a recent enclosure was ordered by the Council in the North to be thrown open again is noted at Wetwang in No. XIX p. 49. References to prices and values are found in these Causes almost without exception, and occasionally the significance of these is enhanced by a casual remark about the plenty or scarcity of a particular crop in a particular year. Even the formal description of a witness which is entered at the head of his attestation may afford useful information, as in the brief biography from childhood of a farm labourer given by Mich. Waughe in No. XXXIV, p. 119.

A remarkable and quite unexpected feature of these Attestations in Tithe Causes is the frequency, fullness and precision of the information relating to a monastic house which is given, often many years after the Dissolution of the house concerned. Two factors contribute particularly to this: the widespread ownership of land by the monasteries, and the advantage of securing, as witnesses on points of land-tenure and of local usage in such matters as the payment of tithe, persons of the greatest possible age. Even so it is unexpected to discover evidence of pre-Dissolution times so complete as that for Moxby Priory fifty years after the suppression of that house, when of six witnesses called two had been servants of the nunnery, and three were former nuns of the house, two of whom had later married. (See No. XXXIX, p. 139). Even later in date is the evidence relating to the cattle-farming of Fountains Abbey given in No. XLI, p. 155, below, with its picturesque detail showing the disturbed conditions of life on the Fells just before the Dissolution. The latest case of this kind discovered in the Registry, and in some points one of the most remarkable, falls outside the range assigned to this volume, indeed, outside the XVI Century altogether, but deserves some notice here. In a cause for tithe in Kirkdale parish heard in the year 1607, three witnesses appeared who had known Rievaulx Abbey before the Dissolution. One of these was a truly outstanding witness; he was over 104 years old at the time of his examination, but with a wonderfully clear memory for details of names and places; besides his own personal reminiscences, he quoted his father, who was born, from what the witness said, in 1446. A quotation of some length from evidence so striking and unusual may be allowed here.

R.VII.H. 260.

Evidence taken on commission in Kirkby Moorside Church on 3 March 1606/7, in a cause between Sir Bertram Bulmer Kt. and Sir John Gibson of Welburne in the parish of Kirkdale, Kt., for tithe of hay especially in grounds called The Laye Buttes and the Monck Dyke in Kirkdale.

George Huton of Skiplam in the parish of Kirkdale, aged 82, "did know one Roland Bliton last Abbot of Rivalx alias Revis at the time of the dissolucion of the Abbey and four yeres before, which Abbot during those yeres did once at least yerelie in sommer time come to Skiplam Hall where this examine then dwelt with his father who was then tennant of Skiplam Hall under the Abbot and Convent of Rivalx alias Revis, and the Abbot bringing some six or eight of the convent with him did use to hunt and hawk in the groundes of Skiplam and Welburne . . . the apparell of monks of Rivax was a side kirtle of white kersey, a black corner capp and a stooll or tippit of black about his neck which they did usallie wear . . ."

Thos. Cowper sen. of Bowfurth in the parish of Kirkby Moorside aged about 104 . . . "hath hard his father who was a servant in the

Abbay of Rivax long before the suppression thereof and dwelt at Bowfurth" . . . say that Welburne Lordship belonged to the Abbey . . . "whose said father died about threescore yeres since and was one hundreth yeres old and more at his death . . . he himself was born at Bowfurth parcell of the possessions of the Abbey and hath dwelt ther ever since his birth and being more then thirtie yeres old at the time of the suppression of the Abbey . . . hath sene and knowne the tennauntes of Welburne all except two for twentie yeres and more before the dissolucion of the Abbey pay ther rentes in money, to one Ric. Walker of Lund Cote to the Abbeis use, for Richard was bailiff of Welburne for the Abbot and convent . . . one who was commonlie called the Corneman of Rivax whose name was Harland fetched the rent corne yerelie at Welburne for many yeres before the dissolucion . . . at which tyme ther was no demeanes in Welburne nor felde enclosed And for his further knowledge he saith that yerelie for the space of twentie yeres or therabouts before the suppression of the Abbey ther was a Court kept in Welburne in a great barne in midst of the town for and in the name of the Abbot and convent of Rivax (one Yonger being Steward of the same Court) unto which Court all the tennantes of Welburne as also this examinautes father being the Abbeis tennant of Bowfurth and also the Abbeis tennantes of Skiplam made sute and service of this examinautes like sight, who was before the suppression of the Abbey entered tennant of Bowfurth under the Abbey in the Court of Welburne . . ."

Such memories of the Dissolution over 70 years after the event must be exceptional, and it seems possible that this is the latest date in the Cause Papers at which such references in evidence will be found.

Generalisations from the post-monastic evidence would be unsafe. But this evidence, while not complete enough for broad general conclusions, does not support any idea that the Dissolution of the monasteries brought any overwhelming upheaval in the social or economic life of the country near the dissolved houses. Where evidence of tenancies is found, it usually shows undisturbed holding by the former tenant under the new landlord who had obtained monastic land by lease or sale from the Crown.

These Causes show also three instances where at the Dissolution the head of a monastery with some of his monks or canons retired to a house not many miles away from their former monastery and there continued to live together a semi-monastic life; in the case of Monk Bretton, it is known that they were able to take away with them a large part of the library of the house, as well as a private collection of books. Fuller references to this, with a list of the books, will be found in Vol. LXVI of this Series, pp. 5 to 9, where it is clearly stated that the books had been purchased; an interesting reference to this little community will be found in the "Journal" of this Society, Part 145. Such information as this, which may

be described in some respects as new, together with the general weight and effect of the evidence supplied by the Cause Paper files as a whole, may be taken to indicate the need for some slight correction or readjustment of ideas about the severity of the Dissolution of the monasteries and its impact economically upon contemporary society, especially in the Yorkshire countryside.

6.

Lastly, it is a pleasing obligation to acknowledge gratefully the ready and encouraging manner in which the Diocesan Registrar, Col. Innes N. Ware, O.B.E., T.D., has allowed me to use the documents of which he is both "de facto" and "de jure" custodian and owner. Without this co-operation, this volume could never have appeared, but such willingness is entirely in keeping with the manner in which he has opened the treasures of the Diocesan Registry for the purposes of historical research and publication. Such facilities lay a debt of gratitude upon all who use them.

To Mr. Charles T. Clay, C.B., Litt.D., F.S.A., as General Editor of the Record Series, I am grateful for his interest in this volume, and for his care and much helpful advice in the preparation of it. They have been, as always on such occasions, much valued.

J. S. PURVIS.

York. 1949.

TEXTS

I.—R.As. 16/A.

A.D. 1524

John Myldè, Vicar of Masham and Kirkby Malsert, against Thos. Rayner and Robt. Rayner of Nidderholme House, Jas. Twaktray of Sixford, Robt. Elles farmer of Brymham and Ric. Atkynson farmer of Eshed, with the Abbot and Convent of Fountains intervening for their interest, since all the defendants held their farms under leases from the Abbey; for the minute and mixed tithes of wool, lamb, milk, butter and cheese, and cattle.

The composition of the file is: Articles for Mylde against all the defendants, and three forms of allegations against one of them; and articles, interrogations, attestations and a copy of an original lease from Fountains Abbey in a subordinate action, or part of the main suit, between the Abbey and Mylde. The attestations are in that curious patchwork of Latin and English which long characterised the recording of such evidence, but here in an early stage of that recording, when English was being admitted and recognised somewhat reluctantly as permissible for setting down the actual words of witnesses, while Latin was retained as far as possible and invariably for all legal forms. Certainly, the proportion of English introduced in the earlier files appears to be kept at a minimum, and increases as time goes on. In this file, the division between the two languages is still so pronounced that groups of five or six words, or even less, may be in Latin and English alternately. This cannot be reproduced in an abstract, except by a short example. This is taken from the first attestation on the roll; the parts in italics are in Latin in the original.

" . . . three images of which one as he says seemed to be the image of an abbot because as he says thyr apperid the overend of a crutch a for his face Interrogated he says that the seal is round about the quantity of one lez syngyngbreid not of the lest sort in red wax What was impressed on the back he cannot dispose . . . "

[Abstracts].

[Articles].

[These all appear to follow exactly the same form. The most legible set is that against "Twactwray"].

[John Mylde as Vicar of Masham and Kirkby Malsert against James Twactwray of Sixford in Kirkby Malsert].

- i. Mylde is Vicar of the two parishes, and in possession of the rights of the Vicarage, including tithes.
- ii. Sixford is part of his parish.
- iii. Time out of mind the Vicars have had the right of taking tithes.
- iv. Twaktray is farmer of Sixford and bound to pay to the Abbot and Convent of Fountains 13s. 4d. or alternatively a sum not less than 10s.
- v. He has the farm let to him by the Abbey under indenture sealed.
- vi. He has held the farm for 17 years, or not less than 10.

vii. He is bound to pay to the Abbot and Convent as part of his farm 20 (6) calves or for each calf 4s. (2s.).

viii. He is bound to pay similarly 40 (20) stones of butter at 12d. (6d.) a stone.

[*To this a note of the defendant's reply is entered*].

“The most he ever paid was 14 stone, and if he had not so much he did not pay so much, and it was no part of his farm.”

ix. He was likewise bound to pay 40 (20) stones of cheese at 12d. (5d.) a stone. “Most that ever he paid was xxvi stones of cheese if he had it, and if he had it not, they of Fountains had it not.”

x. He had and has no hire money food nor clothing from the Abbey. “He has food from them viz. his liffyng.”

xi. He has 40 (10) cows feeding in the meadows of Sixford.

xii. The milk of these cows was worth 13s. 4d. (3s. 4d.) a year. “he never boght it nor solded it bot delyvered it be wescailis [*i.e. weigh scales*] and cannot tell the price of it.”

xiii. He had yearly of these 40 (10) cows 40 (10) calves. “Fountains Abbey had 7 or 5 little ones.”

xiv. The value of each calf was 4s. (20d.).

xv. He has withheld the tithe of milk and calves.

xvi. He has been asked to pay tithes.

xvii. He has refused or unduly deferred payment of the tithes.

xviii. He is a parishioner of Kirkby Malsert and of the jurisdiction of the Dean and Chapter.

xix. There is a common voice of all these matters in Masham and the neighbourhood.

The only major variation from this form is in the case of Robt. Elles, who was charged with the non-payment of three (1) wainloads of hay yearly, of the value of 3s. (20d.) each, as tithe of 30 (10) wainloads from his lands of Brymham, and stated that he was not a tenant but a servant of the Abbott.

[*The Attestations*].

These evidently refer to the second stage in the subordinate action, when the Abbot and Convent of Fountains were engaged in meeting a charge brought against them by John Mylde, or had intervened directly for the defence. The Articles extracted from the missing Articles by Mylde show the ground on which the Abbey was prepared to fight, and the Interrogatories illustrate this further. The Attestations clearly include answers to the main points in these Interrogatories. It will be noted that the answers ignore the minute and even trivial details into which the Interrogatories enter towards the end. This minuteness is typical of early Interrogatories, and tends to decrease and disappear during the XVI Century.

[*Articles extracted from a certain matter ministered on the part of Mr. Joh. Mylde perpetual Vicar of the Churches of Masham and Kirkby Malsert against the Abbot and Convent of the Monastery of Fountains*].
[*Latin*].

First it is articulated that the Abbot and Convent granted to farm a certain farm called Bramley with its pastures and closes in the

above parishes, and also 20 cows, to John Man, a mere layman and parishioner of Masham and Kirkby, by their letters indented sealed with the common seal of the house of Fountains Abbey, as in a true and collated copy of the indentures annexed to these articles most clearly appears, and the proctor for the Abbey asks that the witnesses for Mr. Mylde be examined on the contents of these indentures.

. . . John Man by virtue of these indentures is bound to pay yearly to the Abbot and Convent in name of rent for the farm called Bramley etc. and of the 20 cows a certain sum of money and a certain number of calves and certain stones of butter and cheese.

. . . such a custom of demising at farm is used in Nidderdale between the Abbot and Convent of Fountains and the parishioners of Masham and Kirkby, and every parishioner there holding any lands of the Abbot and Convent has the like indenture.

. . . certain honest and faithful witnesses have handled seen and read this indenture.

. . . the copy annexed is a true and undoubted copy, collated under the seal of a notary public.

. . . all this is true and well known notorious and manifest . . .

. . . there is a public voice and fame of it in Masham and Kirkby and the neighbourhood.

[The Interrogatories for the Abbey to the witnesses for Mylde].

[Latin].

Does each witness know the Abbot and Convent and John Man? Is John Man a mere layman? How long has the witness known the farm? Who are the Lords and proprietors of the farm?

2. Is the farm within the parish of Masham and Kirkby?

3. Does he know the 20 cows?

4. Who indented, who wrote and who sealed the Indentures, and with what seal? If with the common seal, what were the characters or impression of the seal, the length and breadth, in what wax, and what was impressed on the back?

5. Was it erased in any substantial part, or interlined?

6. Does one part of the indentures agree in every point with the other part?

7. Did the Abbot and Convent deliver the indentures to John Man? When? Who were present?

8. Has John Man withdrawn from the contract, or re-delivered the letters cancelled?

9. How long has the witness known the custom articulate? Whether for 20 or 30 years without a break? How long has it been observed? When introduced? The names of parishioners occupying any Abbey lands who have a similar indenture?

10. The names of those who have handled it, seen and read the indenture?

11. When they handled it, who were present? How often and in what places they handled it? How it came into the hands of the witnesses?

12. The name of the notary public? His sign? How they know that he is a notary? How long was he a notary? Who made him a notary, and when? Whether married or not, priest, within Holy Orders, or bigamist at the time when he was made? Who asked him?

[*The Attestations*].

Dominus Robt. Wall, parson cantarist in the Church of York, aged 36 . . . has known the Abbot for 8 years but does not know John Man, and knows the farm mentioned in the Articles. The farm lies within the parish of Masham and Kirkby Malsert; those who die at the farm are buried at Kirkby, and the inhabitants of Bramley go to the Church of Kirkby as to their parish Church; he has seen a certain John Man son as he believes of the brother John Man [*sic*] come to his house at Kirkby Malsert. Asked who wrote the indenture, he cannot depose, but says that it was sealed with the common seal of Fountains, having the image of the Blessed Virgin Mary holding her son in her left arm, and further says that on either side of the image of Our Lady Mary are inprinted three other images of which one seems to be the image of an abbot because as he says there appeared the over-end of a crutch before his face; the seal is round, about the size of a singing-bread not of the least sort, in red wax; what was impressed on the back he cannot depose. The indenture from which he extracted the copy attached to the acts was not erased or interlined, so far as he remembers; he did not see the other part of the indenture, and does not know whether the Abbot and Convent delivered the indenture to John Mane, nor whether John Mane withdrew from the contract. Mr. Tristram Teshe and the deponent made a collation of the indentures, with Dominus Thos. Lorymer, a cantarist in the Minster, standing near and hearing, in the dwelling house of the Commissary of York. He cannot recall the time when this was done, but he made the collation and wrote the copy of the indenture attached to the acts, and the notary namely Mr. Tristram Teshe set his seal to the copy. He is sister's son to Mr. Mylde, and not employed by the Abbey. He wishes that Mr. Mylde may win, "soo that his mater be right or els not."

The last two answers here show that the questions put to him ended in the usual way, with enquiries whether the witness were related to the person in whose behalf he was giving evidence, or paid by him or in any way maintained, and which side in the case he wished might be successful. They show also that discretion had been exercised in applying the Interrogatories for the Abbey in the exact form drawn up by the proctor for the Abbey.

Dominus Thos. Lorymer, cantarist in the Church of York, aged 40 . . . the copy annexed is a true copy of the indenture which he

saw sealed with the common seal of the house of Fountains ; he recognises the contents of the copy, and they were both read together. He does not know the Abbot or John Man or the farm, but believes that the farm was in Masham and Kirkby parish. He does not know who wrote the indenture. As for the characters of the seal, there is the image of the Blessed Virgin Mary holding her Son in her arm—as he believes, the left ; “ of aither sied of Our Lady thre litill images liek monkes and as it apperid in his ee a litill crutch.” The writing was “ The common seal of the Abbot and Convent of Fountains.” He cannot depose certainly of the length and breadth of the seal, but believes it longer than broad ; nor of the colour of the wax, but believes it was white ; he had the seal in his hand and looked upon it and read the writing about it. The indenture was not erased nor interlined. Asked whether the indenture agrees with the part remaining with the Abbot, says that he never saw the other part with the Abbot, and does not know whether the Abbot and Convent delivered John Man’s part to John Man, nor whether John Man withdrew from the contract. Concerning the comparison of the indentures, it was done by Mr. Tristram Teshe, Mr. Sheffield, Robt. Wall and himself, about St. Peter’s Chains a year ago on a Friday before the Sessions in Mr. Commissary’s Hall in York ; the name of the notary was Mr. Tristram Teshe.

[These two witnesses were examined by Mr. Thos. Tashe the Auditor on 4 July, 1524].

Dominus Willm. Smyth, Chaplain of Kirkby Malsert aged 47 . . . when he was the proctor of Kirkby Malsert, John Man had only 3 cows of his own and 20 cows of the Abbot and Convent of Fountains, and Man had glebe land of Bramley to farm and paid tithe to the Rector and Vicar of Masham and Kirkby. The proctors of the Rector receive the tithe of glebe as appears from a book of the Rector’s proctors. As to the 20 cows, they are not demised to farm, because he has seen certain butter and cheese coming from these cows delivered to the house of Fountains, “ and certain styrkes delyvered to the Cellerar of Fontance at Bramley and seyn the burnyng [*i.e., the branding*] of the same, but cannot depose about the indenture. John Mane paid for the cows a certain number of calves and certain stones of cheese and butter, but he cannot depose concerning the number ; he saw the butter and cheese coming from Bramley delivered at Fountains in “ lez Ches-hows.”

Thos. Raner of Kirkby Malsert, aged 80 and over . . .

. . . has heard that John Mane of Bramley paid for 20 cows of the Abbey, being at Bramley, about 40 stones of butter and cheese, and also 10 stirkets, and so it is reputed in the country there that he paid. It is the common voice and fame that those who have cows

of the Abbot and Convent of Fountains pay certain stones of butter and cheese according to the number of their cows.

John Mane of Byggyng, junior, aged 39 . . .

. . . John Mane paid in some years 40 stones of butter and cheese and in some years fewer for 20 cows feeding at Bramley, and in some years 10 stirkkes and in some years fewer for his cattle pasturing in the Abbot's farm at Bramley. He himself paid part of this at Fountains for about 16 years. It is the custom of the Grangers to deliver such butter and cheese and stirkets, but whether in the name of farm he does not know, although he believes so. He himself pays as occupier in Bramley for the third part of the arable land at Bramley 40s. besides the cattle of the Abbot.

John Mane senior, of Bramley, almost aged 80 . . .

. . . the Abbot and Convent of Fountains demised at farm to him a part of Bramley arable land, "as mytche as drawis to sex powndes," and he paid for 20 cows of the Abbot 40 stones of butter and cheese and 10 stirkets yearly "as long as the ley is they and this deponent to grey"; he had as indentures certain letters sealed "as thay mayd this deponent beleif" with the common seal of Fountains, and he says that the copy annexed to the articles and read by him agrees with his letters, in £6 in money and 26 stones 8 lbs. of cheese and 13 stones 4 lbs. of butter and 10 stirkets of the price of 4s. each, or 4s. for each stirket, for 20 cows, and for all the residue he does not know whether the copy annexed agrees with his writing. He has known the Abbot for 40 years, and the farm for the same time; it is within Kirkby Malsert parish, because he goes to Kirkby Malsert Church as to his parish Church. He does not know who wrote the indenture or who sealed it; the seal is "evellong longer then brod;" it is in colour "blaikly [*i.e.*, *yellow*] or reidly," and not black. He saw the seal, which was in wax, but what was impressed on the back of the seal he cannot depose. The indenture was "scrapidfurth", but he does not know in what words, or whether it was interlined. The Abbot who now is delivered to him at Fountains the part of the indenture which he now has almost 40 years ago; he does not know who was present, except the Abbot and part of the Convent. Asked whether he withdrew from the contract, he says "he gaff it never upe." He paid for the farm of Bramley £6 in money, and for the cows 10 stirkets and 40 stone of butter and cheese; it was so done, he believes, before he was born. He does not know the names of any others who held land of the Abbot and Convent by having similar indentures.

Mr. Tristram Teshe of York, notary public, aged 34 . . .

This attestation is at the foot of the roll, and is too badly torn and discoloured to be coherently legible, even in the part which remains. It can be seen, however, that he describes the Abbey seal as round, and of red wax.

[*The certified copy of the Indenture*].

[*Latin*].

Indenture made between the Abbot and Convent of the Monastery of the Blessed Virgin Mary of Fountains on the one part and John Man and Edward Man his son on the other part.

Demise at farm by the Abbot and Convent of their grange of Bramley with all its lands and appurtenances, saving to the Abbot and Convent free way in and out to the quarry of Bramley, from Holy Cross Day next for 40 years, paying to the Abbot and Convent £6 of legal money at Pentecost and Martinmas by equal portions, 10 stirkets worth 4s. each, or 4s. each in money, 26 stones 8 lbs. of cheese at 8d. a stone, 13 stones 4 lbs. of butter at 12d. a stone, at Fountains Abbey, and keeping yearly during the term of the farm 20 cows, 3 heifers aged one year, 3 others aged 2 years, 3 others aged 3 years, at the costs and charges of John and Edward, from the store of the Abbot and Convent and their successors.

Clause allowing distraint after non-payment of rent for one month, and re-entry by the Abbott anf Conven after non-payment for nine months. This is lightly struck through with a single line, and marked for re-insertion below.

John and Edward as servants and farmers of the Abbot and Convent during the said term shall sufficiently keep the Abbey's wood and underwood in the Grange, and make and allow no waste, and also present duly in the Abbey's Court at Grewelthorpe from time to time any who transgress offend or do damage in the wood and underwood in the Grange. They shall collect and pay to the Abbot and Convent all fines gressoms forfeitures etc. in the Court of Grewelthorpe, and all profits and payments from the Abbey's quarry of roof-tiles of Bramley, return yearly accounts to the Abbey's auditor, and pay all appointed dues and charges; repair and maintain all hedges, ditches, stone walls and roofs at their own expense.

The distraint clause struck out above is marked as to be re-inserted here.

Right of entry to the Grange and its lands at all times is secured to the Abbey. If John and Edward die before the end of the term, the lease for the remainder of the term is to be null and void. The common seal of the Abbey, and the seals of John and Edward, are set interchangeably to the respective parts of the indentures, in witness. Given in the Chapter House of Fountains on the 10 May 15 Henry VII.

Certificate by Thomas Teshe, notary public, that after collation the indenture was found to agree with the original indenture sealed with the common seal of the Abbot and Convent.

II.—R.VII.G. 259.

TITHE OF FULLING MILLS IN LEEDS

1541

John Thournton, Vicar of the parish Church of Leides against Geo. Sympson of the same parish.

The articles have notes of the replies of the defendant.

[*The Articles (Translation)*].

i. The right of taking certain tithes, oblations and spiritual profits both by right and composition or real ordination or foundation of the Vicarage as by lawful custom belongs to John Thornton by right of his Vicarage . . . and he and his predecessors have quietly possessed these tithes . . . [*Admitted*].

ii. The tithes of mills within the parish have always belonged to the Vicar and his predecessors and so do now belong . . . [*He believes that the tithes of mills milling grain belong to the Vicar but not the tithes of mills called in English Walk Mylnes, nor has the Vicar of Leeds for the last 50 years been in possession of the tithes of Walk or fulling mills*].

iii. George Sympson had two Walk or fulling mills within the parish of Leeds in the year 1540, and in them used Walker Craft by himself or his men, as he still doth . . . [*Admitted*].

iv. G. Sympson has as profits etc. from these mills and the art used in them up to 25s. 8d. a month . . . [*He answers that he haith byn at more charge than he haith gotten profittes and charges rekonyd he saith he haith spent more aboute thoes mylnes than he haith gotten. He saith that reckon one moneth with a nother he haith gotten 3s. 4d, every moneth, in which he must be allowed his (? charges)*].

v. He has turned these profits to his own use. [*He replies that with that profit that he got he bare his charges and costes*].

vi. He has been required to pay tithes of his profits . . . [*. . he was required at Easter last*].

vii. He has not paid the tithes . . . [*. . . he paid no tithes because there was never none demanded nor payd before*].

viii. He has refused or deferred payment of the tithes when summoned . . . [*. . he has not paid because he knew it not for no deutie*].

ix. He is of this Diocese and of the jurisdiction of the Consistory Court.

[*Attestations*].

Ds. Thos. Gibson chaplain, dwelling within the parish of Ledes . . . where he has remained for about 15 years . . . to the 3rd. Article said . . . that it contains the truth . . . he in the name of the Vicar recevid of oon Mygley or his wyff for the tieth of oon walke mylne at Barre Grange in the said parish 3s. 4d. at Easter last past or at Easter was a twelfmoneth for he kept the vicares boke and wrote it and further he saith the same tieth hath byn paid thus thies iii yeres last past . . . he haith it written in his boke which he kept for the Vicar.

Robt. Walshey of Ledes laborer aged about 50 . . . herd Richard Mygley wiff of Barre Grange say and confesse unto this deponent and Willm. Musgrave her soone that he husband whiles he lyved and now she after his deth have thies xii yeres last past paid yerely to the vicar of Ledes 3s. 4d. for the tieth of the walke mylne

at Barre Grange ; he saith he herd her say thus on Wensday last, in her housse at Barrgrange.

Willm. Musgrave confirms.

Ds. Joh. Stapleton vicar of the parish Church of Holy Trinity King's Court, York . . . was factor for Sir John Thornton at the tyme of his entre to the same vicareg (of Leeds) and recevyd his tithes by the space of vii or viii yeres and in those yeres he recevyd the tieth of ii walke mylnes within the parish of Ledes of on John Mygley 20d. yerely and of Richard Mygley 20d. yerely and so it yet apperith in the bokes which he then wrote of his receptes . . .

III.—R.VII.G. 298.

A.D. 1540-1542

Richard Roundall, Rector of St. Saviour's Church, York, and formerly Prior of Healaugh Park, against Ric. Addison of Heworth, a parishioner of St. Saviour's, for tithe of wool and lamb.

A lengthy and complicated file, with parts of, or quotations from and references to, more than one suit concerning this tithe from Heworth. Its value lies in the information which it gives concerning the suburban arrangements of York parishes, and in the exceptionally full account of the progress of a dispute and of the documents involved. The order here given is that on the original file.

[*Articles by Ric. Rundall against Ric. Addyson. Latin. Abstract, with notes of replies by the defence*].

i. . . . Ric. Rundall called Ric. Addyson into Court in a cause of tithe of wool and lamb, before Master Nich. Evererd, pretended Official of the Consistory Court of York. [*The defence denied the "pretensed" and that Rundell proved his case*].

ii. . . . Rundell sufficiently proved his case against Addyson, and sentence condemnatory ought to have followed. [*Denied*].

iii. . . . Mr. Nich. Evererd the Official pretended favouring the part of Ric. Addyson more than was just and overpowered by the prayers and gifts or bribes of his friends as well as his own, gave a pretended unfair and unjust sentence in favour of the part of Addyson and his friends and especially of the Rector of All Saints' Peaseholme, and against the part of Ric. Roundall very suspiciously and proceeding in a manner altogether null unjust and unfair and moreover condemned Roundall in costs of the suit to be paid to Ric. Addison . . . [*The defence said "I believe that the Official gave an undoubted just sentence and condemned Rundell in costs lawfully and justly . . ."*]

[*A copy of the original Sentence is attached, dated as 31 July 1540*].

[*A file of eight pieces from the original suit*].

[i. . . . a record from the Consistory Court Act Book, of 36 entries giving the progress of that suit from 8 June 1539, when Addison entered a letter appointing his proctor. A brief account of these is]: Thursday after Corpus Christi in the Consistory Place, York, before the Lord Official.

On the act of appearance. Tuesday next appointed for the entering of the libel.

15 June. Ric. Roundall appointed his proctor.

17 June. A dispute amongst the counsel over the form of the libel, the alterations alleged in it, and the qualifications of the proctors to plead.

19 July. Thursday next appointed for the hearing of further argument on the libel.

29 July. The answer to the libel postponed to Saturday next, by consent of the proctors.

31 July. Argument by the defence against the libel and reply by the prosecution. The Judge allowed the prosecution's argument, and fixed Thursday next for a pleading by the defence and for the "first production".

Thursday before St. Peter's Chains. Proceedings in "first production", and order for "second production" on the Thursday after Michaelmas and certificate of citation on that day.

9 October. Certificate of citation produced. Failure of an attempt to make Addison answer the libel; the Commissary gave no decree as he "is of the counsel."

14 October. Further attempt to make Addison respond to the positions of the libel.

23 October. The Court allowed a petition to cite Addison.

30 October. Before another Judge. Addison appeared, took oath to answer, and was admonished not to depart before examination, on the petition of the prosecuting counsel for "third production."

6 November. Failure of first attempt at "third production." Two witnesses sworn in. Proceedings postponed so that other witnesses might be compelled to appear.

13 November. Further legal disputes over witnesses. One witness cited as contumacious for non-appearance.

20 November. Further disputes over witnesses. Production of various formal documents relative to these. Attestations taken. Saturday before St. Andrew's Day 1539. The attestations were published and copies given to the parties.

9 March 1539/40. Cross-examination of the witnesses offered to the defence.

18 March. The proctor for the defence entered exceptions against the witnesses for the prosecution, on paper with protestation of completing them on parchment; day appointed for proving these exceptions, and the proctor for the defence bound to give a copy of them to the proctor for the prosecution before Tuesday after Low Sunday.

17 April. The defence entered witnesses to prove the matter on the exceptions; they were sworn, the prosecution protesting of the nullity of the production of these witnesses.

22 April 1540. The defence asked for and obtained a postponement for two days.

24 April. The defence argued their case for the exceptions, again with protestation by the prosecution.

27 April. Citation decreed for Roundell to appear and answer to the exceptions ; similar for the chief witness for the defence.

11 May. Roundell was produced and sworn ; he made answer to the exceptions. His proctor pleaded that the answers of Roundell should be considered null if he answered on points to which he was not bound by law. Both proctors asked the judge to publish the evidence of the witnesses so far, to which the Judge agreed.

17 June. The prosecution asked for a day for speaking against the witnesses for the defence.

19 June. The prosecution entered their exceptions ; the Judge appointed Tuesday next for deliberating on the admission of these exceptions.

22 June. Argument on the exceptions.

26 June. Answers by the defence to the exceptions.

1 July. Decree that the defence should answer to certain exceptions as specified

6 July. Lengthy and involved legal argument over the examination of the defendant, with subordinate wrangle about the presence or otherwise of the defendant in Court at a particular time. The Judge ordered a citation against the defendant and decided generally against the defence, and fixed a day for hearing.

10 July. The prosecution asked that the defence might be compelled to give fuller answers to the second and the fifth of the positions. The Judge assented.

13 July. Admonition to the defendant to undergo examination.

17 July. Deliberation on the date to be fixed for the full pleading or propounding by the proctor for the prosecution. The defence failed to obtain a delay of one week.

24 July. Argument whether the Rector of All Saints' Peaseholme should be admitted "for his interest." Pleading on both sides. The prosecution objected to the admission of a matter by the Rector; the defence objected to the appointment of a day for concluding. The objection of the defence was not sustained.

27 July. Argument on the matter introduced by the Rector of All Saints' "for his interest." Discussion of the day for issuing sentence.

29 July. Day for giving sentence postponed.

31 July. The Judge issued in writing his definitive Sentence. The prosecution gave notice of appeal.

This gives a fairly typical example of the delay in a Consistory Cause. With this abstract are five Citations of the witnesses in the Cause, and several other documents connected with some part of this Cause.

[*The Articles of Exception for Roundall by way of exceptions against the witnesses for Addison, namely Ric. Awgar, Joh. Davyson and Joh. Addison*].

These witnesses are false and perjured when they say that Thos. Addyson never paid but tythe of xx shepe to the Parson of

St. Saveyor or his fermor, and also when they say that the tythe of Ric. Addyson shepe above the noumbre of xx suld go to the Parson of All Hallowes. The party excipient claims that by reason of the intermixture of the township of Heworth in three parishes, namely St. Saviour's, All Saints' and St. Olave's it is not certain to which parish the wool and lamb of sheep pasturing and lying in Heworth Moor and Common should belong. An answer to this is entered, that the More and Common of Heworth doth belong to the whole towne of Heworthe, which Heworth is of the three parishes articulate and that the shepe of the hole towneship go same to gedder upon the More Commen and fields of Heworth township which is of the three parishes and therefore he says they have entercomen . . .

. . . these sheep were shorn and did lie for part of the year within the house of Ric. Addyson in the parish of St. Saviour's, by reason whereof the tithe of all these lambs and wool belongs to the Rector of St. Saviour's. [*Answer: he clipped his sheep in his garden and his layth within the parish of St. Saviour's; the rest of the article he denies*].

. . . about 14 years ago there was a controversy between Sir Ric. Berwek Rector of St. Saviour's Church on the one part and Sir Joh. Symson Rector of All Saints' on the other, or at least between Sir Ric. Berwek and Thos. Addyson father of Ric. Addyson for tithe of wool and lamb of the said Thomas then dwelling in the same house in which Richard now dwells . . .

. . . at the time of that controversy witnesses were examined concerning it . . .

. . . Mr. Brian Lewtie now proctor for Ric. Addison was scribe in that examination.

. . . a copy of that examination is annexed . . .

. . . that copy is in the hand writing of Mr. Lewtie himself.

[*The Attestations, presumably those on the examination mentioned. The heading and at least the first attestation are unfortunately torn away*].

. . . Robt. Buttes of Heworth of the parish of St. Savior . . . deposeth that upon the tithe of two oxgangs lande that is now in stryff to whome it belongs he cannot depose, but he saith that he haith been parishioner of Saint Savior dwellyng in Heworth twenty yeres past or more, and all that tyme he haith paid the tithe of hys woolle and lambe renewing in Heworth and the felde thereof to the parson of Saint Savior Church that now is and his predecessor without interruption of the parson of All Hallow Church to within this twoo yeres that the parson of Alhallow Church demaunded of him tithe woolle and lambe but that notwithstanding he paid it to the parson of Saint Savior Church as he ever dyd afore tyme.

John Groves of Heworth . . . [*similar evidence*] . . . he haith received the tithe as farmor to the parson of Saint Savior all the tyme that he haith been farmor there except twoo yeres last past that oon Thos. Addyson haith kept in his hands tithe wolle . . .

Thos. Vawse of Heworth . . . [*similar evidence*] . . . he never harde ne knew the contrarie but that every person being in Heworth of Saint Savior parishe paith tithe woll and lambe to Saint Savior Church and all persons dwellyng in Heworth of Alhallow parishe paith to Alhallow Church and in like wise do all those persons being in Heworth of St. Olave parishe paith tithe wolle and lambe to Saint Olave Church withoute interrupcion or lett every of other.

Thos. Addyson of Heworth parishioner of St. Savior . . . hayth paid tithe of woll and lambe altymes that he had sheipe to Willm. Awgur as farmor to the parson of Saint Savior Church except this twoo yeres that Mr. Symson parson of Alhallow Church charged him to paie neyther tithe wolle ne lambe to the parson of Saint Savior Church of any lande that he held of my Lady Danby upon payne of lesyng hys farmeholde and for fer of lesyng hys farmeholde he haith in his hande the tithe of woll this two yeres past.

Joh. Taylor of Heworth parishioner of St. Olave . . . [*gives similar evidence concerning the respective payments to respective Churches*].

There are two copies of the proctor Lewty's Answers to the Exceptions for Roundall given above; these are very brief. They admit the suit 14 years ago, but state that it was not between Roundall and Addison and admit that Lewty was then the scribe.

A single attestation by Ric. Barwicke, cantarist [? *in the parish Church of*] St. Saviour's and lately Rector there . . . he has known Roundall for four years and Addison since he was born and baptised. . . . he haith byn parson of Sanct Saviors xxiii yeres last past savinge within this twelf moneth and an half and all that time he was in paxeable possession of taking all maner tithes within his parishe and especially tith woll and lambe . . . without interruption . . . till within thies xiii yeres last past when as he and the parson of Piesholme were at controversie for ii oxgangs of land lieing in Heworth felde and then they put it in arbitrament and the daisemen arbitrated that he then parson of Sanct Savior shold have for his tyme of every twenty shepe of gresse housse tithe woll and lambe and not above and according to that award he receyved all the tyme after that he was parson . . .

. . . he received this tythe of Thos. Addison fader to Ric. Addyson which dwelte in that housse where Richard now dwellith and so did receyve yerely unto the said compromise.

John Groves of Heyworth who was proctor of Ric. Barwicke parson of Sanct Saviors before the agreement was made aboute by the space of vii yeres . . . [*confirms the evidence given by the other witness*] . . .

The term "proctor" here means the "agent" or almost "bailiff," and not the other sense of the term, as "counsel" in the Ecclesiastical Courts. It is found also with almost the meaning of "farmer."

[Two copies, one on parchment and the other on paper, of Articles for Joh. Barnard, Rector of All Saints' Peaseholme, against Ric. Roundall].

i, ii. . . . As Rector of All Saints' Barnard has the right to take all tithes as well greater as less, within the parish of All Saints', as did his predecessors for . . . 60 years and time out of mind . . .

iii. . . . Ric. Addison is an inhabitant of Heworth dwelling there viz. in a Greshows.

iv. . . . Ric. Addison had at farm in the fields of Heworth two bovates of land in English oxgange, which were and are of the parish of All Saints' Peaseholme, the tithe being due to the Rector there, and had no land at all in St. Saviour's parish.

v. . . . It is and allways was a custom in the towne of Heworth that an inhabitant dwelling in a gressehows of whichever of the thre parishes so it be may kepe no mo shepe by reason of his dwelling hows but xx shepe wherof the tythe of wolfe and lambe is dew to the parson of that Church that the sayd gressehows belongyth to.

vi. . . . It is and haith beyn allways accustomed in the towne of Heworth . . . that if any gresman havynge but a gressehows and takyth arrable land to ferme lyeng in the parishe of Allhallows and by reason therof haith mo shepe lyeng feding and renewynge in the towne and common and pasture of the same haith all ways of tyme without mynde of man payd theire tythe wolfe and lambe of all the residew how many so ever he haith had to the parson of Allhallowes for the tyme beyng by reason of the sayd arrable landes.

vii. . . . Oon Willm. Awgur of Heworth was fermer of the hole tyth of Heworth and in the name both of the parson of Allhallows Church, the parson of Saint Savior Church and in . . . St. Olave Church and that for many years continually to gedders before the tyme of xx or xxx yeres by past.

viii. . . . All and every inhabitant of Heworth payed yerely to hym all theire hole tythe of wolfe and lambe.

ix. . . . by reason of such paying of tithe of wolfe and lambe so many yeres undevide the parsons of Saint Savior's and Allhallowes Churches Berwyk and Symson were not perfite of the maner of tything of wolfe and lambe there as it had beyn used in olde tyme, nor yet Robt. Buttrey John Groves Thos. Vause Thos. Addison nor yet John Taylour named and exhibit in the exceptions of Ric. Roundall and by reason thyrof deposed of ignorance for length of tyme and not other wise.

By pretext of the premisses and for lake of perfite knowlege for length of tyme that all the sayd tythes were in oon mans hands viz. Willm. Awgur the striff and sute began betweyn Sir Ric. Berwyk and Sir John Sympton.

Barnard claims the tithe and an order to silence Roundall, with costs.

[*Attestations for Barnard*].

Joh. Addyson of Holtby [*husbandman, aged 40, . . . has remained in Holtby for 10 years and before in Heslington for 7 years and before that time he remained with his father in Heworth*]. . . .

. . . Ric. Barwick deposed not truely where he said that when he was parson of Saint Savior's he received peaxably tieth woll of all inhabitants of Saint Saviors parish above the nombre of xx shepe.

. . . he dwelt with his father Thos. Addyson in that house where his broder Richard now dwelleth and kept his fader shepe in the felde and common of Heworth and toke the woll and lambe before the proctor or fermer of Sanct Saviors toke it and the proctor or fermer received of Thos. Addyson but ii lambes and ii flesses of woll if Thomas had a C shepe . . . he never saw Sir Ric. Barwicke receyve any or any paied to himself and yet he kept or tented his father shepe xxii yeres or therabouts . . .

. . . his father paid to Ric. Groves no mo tythes of woll and lambe but after the nombre of xx shepe and not above . . . in all those yeres he paied no more but ii lames and ii flesses of woll for the tenth afre the nombre of xx although he had C or iii^{xx} shepe or more or lesse, so he had twenty and the tieth of the rest he paied to the parson of Allhallowes in Piesholme.

. . . about xviii yeres agoo Groves wold a had of Thos. Addyson v lambes and v flesses of wooll for the tieth to the parson of Sanct Saviors but through neighbowers it was agreid that the lambes shold go on the common emong the shep of Addison and the woll remaned in Addisons housse till the matter was tried and than whan the matter was tried Groves received if Addison ii lambes and ii flesses of wooll for the tieth after the rate of xx and the rest was paid to the parson of Pesholme.

Ric. Awgar . . . husbandman, aged 40 . . .

. . . Sir Ric. Barwick is hired prest to Parson Roundall and cometh to Heyworth and ministreth rights of the Church to the sicke parishioners of Sanct Saviors . . .

. . . he never paid wool or lamb to Groves as proctor or fermer to Sanct Saviors for he is of the villag of Heyworth and not of Sanct Savior parish.

. . . [*confirms that Groves tried to take 5 lambs and 5 fleeces " by strong hand " and the matter was arbitrated*] . . .

Joh. Davison of Heworth of the parish of St. Olave's, aged 54, born in the Diocese of Durham . . . has dwelt in Heworth for 40 years. . .

. . . Sir Ric. Barwick is curat to Sir Ric. Roundall Parson of Sanct Saviors and kepith his cure and ministreth sacraments to the inhabitants of Heworth of the parish of Sanct Saviors and so haith doon ever sens Roundall was Parson . . . [*and confirms in great detail*] . . .

[*The Responsions of Ric. Addison to the positions of the original libel of Articles for Roundall*].

. . . [*agrees generally with the first seven articles*] . . .

viii. . . . is not trew, for every inhabitant there dwellyng in a gresse howse of any of the thre parishes havynge no arrable land langyng to itt may kepe no mo shep but xx wherof he paith and ought to pay the tithe of woll and lambe to the parson of whose parishe suche gresse howse is, and if any suche inhabitant farme any arrable land beyng of any of thother two parishes he paith the tith of the rest of all hys shepe woll and lambe except of xx to the parson of that Church of whose parishe the oxgangs be, And so haith he payd hys tythe woll and lambe ever syth he dwelled in the said hous and so dyd hys fader before hym all hys lif tyme that he dwelled in the same howse and so haith always been used in that towne.

ix. . . . he had xx lambes and no mo, wherof he paid and delyvered to the parson of Saint Saviors Church two lambes by reason of hys gresse howse dew, and he had xxxvi fleses wherof he paid to the parson and delyvered ii fleses after the rate of twenty fleses dew to hym for the gresse howse, which the parson receyved and caused to be bound to gedder, And the tithe of the rest he paid and delyvered to the parson of Al hallowes for xvi fleses ii fleses and receyved again iid. by reason of . . . oxgangs of land that he farmes whiche is of the parishe of Alhallowes in Peseholme, as he ever haith done in tymes past.

x. . . . he belevith the price of a flees thyr is not above the valor of iiiid.

xvii. . . . he never denyed, but at the furst tyme that ever the parson Roundell came to hys howse for theym he did delyver to hym so many as was dew to hym whiche he thenkfully receyved at this deponent handes and caused hys servant to bundell and fest thyme togedder . . .

[*Sentence, dated 26 January A.D. 1542/3, by Willm. Clyffe, LL.D., Treasurer and Vicar General Spiritual, in the cause of appeal between Roundall and Addison*].

[*Sentence for the appellant Roundall, with costs against Addison*].

IV.—R.VII.G. 315.

A.D. 1543/4

Thos. Johnson, Vicar of Honmonbie and Mr. Robert Lutton, King's farmer of the Rectory of Honmonbie, against Thos. Anderson of the same.

This is a somewhat disappointing file in its omissions, but has points of interest. The combination of incumbent and rectorial farmer is not very common; there are few cases of tithe of flax and hemp; there is the question where the payment of the tithe ought to be made, in the churchyard or in the field where the tithed crop grew.

[*Articles for Johnson and Lutton. Latin, with some answers by the defence partly in Latin and partly in English*].

i. The Rectory of the parish Church of Hommonbie is in the possession and lordship of the King and has been so for three years.

ii. Robt. Lutton has been for the past year and yet is farmer of the King in the said Rectory.

iii. Thos. Johnson for the past year and more has been and is Vicar of Hommonbie.

iv. Thos. Anderson in the year 1543 and the months between May and September of the same had growing within the bounds of the parish and converted to his own use to the quantity of 100 "lez beates or shoites" of hemp and the same of flax. [*He believes that he had 30 beats and no more and as to flax he does not believe that he had any*].

v. The true value of the hemp and flax by common estimation of men in that parish as well as in other places thereabouts amounted and amounts to 3s. 4d. [*He believes to 3d. which he has deposited with the acts and not more for hemp and as for flax he does not believe it*].

vi. The tithe of hemp and flax growing in the parish of Hommonbie, by law, by composition and by custom, belongs to the Rector or Vicar. [*Admitted*].

vii. By law and by custom long used within the parish the tithe of hemp and flax there ought to be brought by the payer to the parish Church of Hommonbie or at least to the churchyard of the same. [*Denied, as untrue*].

viii. Thos. Anderson being required by the farmer and the Vicar or on their behalf to bring the tithes of his hemp and flax to the Church or to the churchyard has refused to do so and at least deferred doing so and still defers. [*He replied that "he was required to paie his tieth hemp in the churche or churcheyerde and this Respondent denied to paie yt soo, but he saieth that accordinge as he aught to do left his tieth in the garthe were yt grewe accordinge to the custome there used."*]

[*Attestations. 4 March 1543/4.*]

Robt. Waide of Hunmanbie, aged about 59 . . .

. . . so longe as this deponent can remembre yt hath beyn accustomed that all maner of tiethe of hempe and lyne growinge renewinge and chaunsinge within the towne and felde of Hunmanbie aught to be broughte into the Churche or churcheyerde of Hunmanbie, and there to be laid Further he saieth that he hath thus paid ever sence he kepte house whiche is by the space of xxxvi yeres And also whan he was but a childe in his father house he hathe knowne his father and other of his elders so paye, and never herd tell of the contrarye unto nowe that Thos. Aunderson denied to paye.

. . . he herd whan Thos. Aunderson was required to bringe his tieth hempe to the churche as other men did and he so required denied so to do, before many honest men of the parishe.

[*Ra. Huggesworth, aged 40, and Robt. Tod, aged 50, both of Hunmanby, agreed closely with the first witness, but disagree with him by saying that they thought that Anderson had both hemp and flax. None of the three seemed to have any clear idea of the quantities or value involved*].

V.—R.As. 16/20.

A.D. 1544.

Marm. Thwenge, gen., Farmer of the Rectory of Wyverthorpe, against Hen. Gray, Robt. Gray, John Jakson, Willm. Harwod and Thos. Stokall, all of Wyverthorpe, for tithe of corn.

The file, though small, throws light on the methods and condition of tithing corn.

1. *Articles for the Prosecution. Latin*].

i. The Dean and Chapter of York are Rectors or proprietaries of the Church of Wyverthrope . . . Marm. Thweng was and is Farmer of the Rectory.

ii. . . . By common law and also by the constitutions synodal and provincial all subjects of the Diocese and Province who do not pay their tithes in full and break the mandates of the Judge are thereby excommunicate.

iii. . . . by custom time out of mind of man the parisshonnors of Wyverthorp and the more part of theym haith ever used to marke and sett furth there tythe cornes in stowke at such tyme as they dyd sett up and stowke their owne corne . . .

iv. . . . from this famous Court letters monitorial issued directed to the Curate of Wyverthorp which were executed in the Church before the carrying away of the grain . . .

v. . . . Herry Gra, Robt. Gra, Joh. Jakson, Willm. Harwod and Thos. Stokall . . . the tyme that they stowked their corne this hervest viz. in A.D. 1544 now instant in the months of August and September . . . did neyther setfurth nor divide there xth stowke neyther of their wheat, rye, barley, peas nor haver, frome the ix partes, unto suche tyme as they did lede away theire ix partes, so that the parson nor hys fermor could se nor know whether the xth parte was indifferently and trewly sett furth or nott, by whiche meanes also when the ix partes were led away and none left but the tenth the tithe might have been hurted and distroyd and so commonly in suche case is hurt and distroyd to the grave harm of the parish Church and the contempt of your Jurisdiction and letters monitorial . . .

vi. . . . Herry Gra . . . in the year and months aforesaid . . . did wrongfully tyth hys sheyffes of hys corne in a certen flatt in the South feild in Wyverthorp, where he dyd in nyne stowkes that is to say in every of them sett and put xii sheyffes he dyd cast furth but ix sheffes to tith . . . where he shuld have left for the tythe of the same ix stowkes at the lest ten sheyffes.

vii. . . . Robt. Gra (as above) had in the South feild xi stowkes of corn being in every stowke xii sheyffes and for the tithe therof left but oon stowke where he shuld have left oon sheiff more of the xi stowkes.

viii. . . . Joh. Jakson in oon flatt in the South feild had foure stowkes of goode wheat in every stowke xii sheyffes, wherof he left for the tithe but foure evyll sheaffes havying in theym verray little corne or none, and were nothing lyke in goodenes to the residew of the foure stowkes . . .

ix. . . . all the defendants are of the parish of Wyverthorp and of the jurisdiction of this Court.

2. [*Articles for the Defendants*].

i. . . . the defendants are all parishioners of Wyverthorp . . .

ii. . . . the fields from which tithe is claimed are within the parish . .

iii. . . . there is no custom used in the parish of Wyverthorp that the parishioners of the same paryshe nor the more parte of them haythe ever usyd to marke and sett fourthe ther tythe corne in stowke at suche tyme as they dyd sett uppe and stowke ther owne corne . . .

iv. . . . [*from time out of mind of man the custom of the parish in paying tithes namely that the inhabitants having tithe have tithed*] in sheyfe and not in stowke and excepte the parson or the fermer for the tyme beyinge wold agre or compounde with the parishioners to sett the tythe in stowke and so dyd Mr. Thwyng fader to Marmaduke and fermer of the tythe and diverse other fermers there compoundyd with the inhabitants and gave theym certayne barlye yerly forto sett ther tythe shevys in stowkes with out brekyng of the custome afore said . . .

v. . . . the defendents have paid their tithe in full . . .

[*Answers of the Defendants to the Articles for the Prosecution*].

1. Henry Gray.

In this and the other Answers only the answers which give more than a formal agreement or denial are quoted here

iii. . . . saith that it is true And that it haith ever byn used to stowke theyr corne the fermor paying and giving every yere one quarter corne for the stowkyng theyr corne of Weverthrope And also fynde the towne one bull and so did his faither.

v. . . . he did sett forth his tithe of wheat rye barle peace and haver from the ix partes.

2. Robt. Gray.

iii. . . . it is use to stowke theyr corne But the fermer was wont to gyve unto the towne and inhabiteurs there one quarter of barle for stowkyng theyr corne . . .

v. . . . he did stowke his corne and devided the tent parte from the ix partes of all his corne . . .

vii. . . . he had xi stowkes in the place articulate and he did send forth one Em then beyng his servant to tithe is corne and she did sett forth and marked the xi stowkes to the tithe But as sone as he did knawe of hit he went and marked and sett forth the tent stowkes and also one sheiffe for the xi stowke in the presence of Thos. Halley. .

3. Willm. Harwod.

iii. (it is not true) . . . Except that the fermer did agre with the towneshippe then thay did sett up the stowkes elles they were wont to cast their tithe forth in sheaves.

v. . . . he did sett forth his tithe bothe of wheate rie barle peace and haver a fore or ever he ledde any of the ix parte away . . .

4. Thos. Stakell.

iii. . . . it is not true except the fermer or some other for hym gyff for theyr laburs a quarter of barle to the inhabitants in West Lutton and to the inhabitants of Est Lutton one half of barle . . .

v. . . . he did stowke his corne but he did not sett forth his tithe this yeare unto such tyme as he did leade the ix partes away.

5. Thos. [*? for John*] Jackson.

iii. . . . Mr. Thwinge this agent faither was ever wont to gyff unto the towne of Weverthrope and the inhabitans of the same one quarter of barle for setting up theyr tithe in stowke or elles they were wont to pay it in sheaffes as he haith herde other of his neghburs say that haith dwelth longer in Weverthorpe than he haith downe for it is but vi yerres by past sence he did come to dwell at Weverthrope.

v. . . . he did sett furth his tithe or ever he ledde away the ix partes and marked the same tent stowke and stowkes of his grane . . .

viii. . . . he had xii stowkes of wheate save twoo sheaffes and of thoes stowkes he sett furth one stowk and thre sheaffes And that he left for the tithe as good sheaffes in the stowke and other as any was in the other ix parties.

VI.—R.VII.G. 363.

A.D. 1547.

John Thornell as tutor or guardian of Thomas and Nicholas Thornell, minors, against Thos. Broke, Willm. Broke, Chris. Broke, Thos. Gybson and Thos. Hyrst.

The prosecutor was John Thornehill of Fixcebye in the Chapelry of Eland, tutor or guardian and natural and lawful father of Thomas and Nicholas, minors.

Guardianship is an unusual feature in these Tithe Causes.

The suit turns to some extent on the contention for payment of tithe in money and not in kind, and there is also a reflection of the old sub-infeudation or sub-division of manors.

[*Articles for the Prosecution. Latin*].

i. The parish Church of Huddersfeld by the surrender of the monastery of St. Oswald of Nostell to which the Church at the time of the surrender was appropriated came to the hands and possession of the King.

ii. The hamlet or township of Bradley was and is within the parish of Huddersfeld.

iii. The present King by his letters patent bearing date at Westminster on 3 July in the xxxv year of his reign granted to Ric. Androws and Willm. Romesden and their heirs all tithes of garbs hay and brushwood in Bradley then or late in the tenure of Arth. Pilkynghon.

iv. Androwes and Romesden by their writing bearing date the last day of February xxxv Hen. VIII by licence of the King granted

to Thomas Thornehill and Nicholas and their heirs all the said tithes.

v. Thomas and Nicholas were in possession of the tithes by the receipt of a pension or rent of the tithes for the years xxxvi and xxxvii paid by the hands of Arth. Pilkington.

vi. and vii. Chris. Broke and Thos. Gibson had each of them hay to the quantity of ten wainloads in Bradley in the months between May and July in the year xxxviii which they cut and converted to their own use.

viii. The price of a wainload of hay is vis.

ix. Broke and Gibson have refused to pay tithe.

[*The Answers of Broke and Gibson*].

Chris. Broke.

. . . he had but onelye ii foodre of haye and no more . . . the common price of a loode of haie is worthe iiis. iiid. and no more where this deponent dwelleth . . . he was never demaunded by any person in the behalf of Thos. Thornell and Nicholas Thornell to pay any tiethe of his haye.

Thos. Gibsonne.

. . . a foodre of hay is worthe with them iiis. iiid. and no more. . . he hathe not had never a yere hiderto not past oone loode and an halfe.

[*Interrogatories for the defendants generally. Extract*].

Item wyther they have knowne or hard say that the tith corne hay or other tithes off Bradley pertenyng to the parsone or proprietary of Bradley have beyne usyd to be payd in money or how myche money was payd for the tythes yerly.

There are separate Articles against each of the defendants.

These allege that Thos. Brooke had 30 wainloads of hay, where he admitted 4 only within the manor of Bradley. Thos. Hyrst was charged with 2 wainloads of hay, 50 thraves of wheat and rye, or 25 of each, and 100 thraves of oats. Chris. Broke had 100 thraves of oats; Willm. Broke had three score thraves of oats and three score of rye, 200 of barley and 200 of oats; Thos. Broke had three score thraves of wheat and nine score of oats.

[*Answers of the defendants to these Articles for Thornhill*].

Thos. Broke.

. . Joh. Thornell father and tutor of Thomas and Nicholas received rent for the tiethe of Bradley viz. xvis. viiid. by thandes of Rog. Brooke of Thynnes the last yere for Willm. Broke but he saithe that he knoweth not whidre it was to thuse of Thomas and Nicholas or no.

. . . he had viii thraves of wheate, l thraves of rye and lxx thraves of otes.

. . . he hathe paid his tieth for his porcion unto Bradley Hall and he says that he oweth not of right to paie any tiethe to any oodre persone but to the hed manor.

Thos. Herst.

. . . he believes that Ric. Androws and Willm. Androws hathe made suche graunte . . . but they have no right nor autoritie to make any suche graunte.

. . . Joh. Thornell received a rent for the tithe from Arth. Pylkington or Willm. Brooke.

. . . he had xl thraves of wheate and rye, that is, xxxi of wheate and ix of rye, and lxxii thraves of otes.

. . . he was never required to pay tithe on behalf of Thos. and Nich. Thornell.

Thos. Gibsonne.

. . . he told Joh. Thornell who asked wheder he wold pay his tiethe of corne or not that he wold paie it when the lawe had tried it wheder he had right or not to the same.

A further set of Articles on both sides appears early in the reign of Edward VI.

[*Articles for Thornhill. Abstract*].

All the defendants for a period up to ten years last and long before hayth occupied and tilled there tenements wherof tythe ys demaundid and in every yere of his or there occupacion hayth had haye growyng, which they have converted to their own use, separatyng the tythe from the other neyne parts and leavyng the tythe in the grownde where it did grow except for the year libellate And in lyke maner before there tyme other tenants of the same landes leavyng the tythe upon the same grounde where it did growe . . . and so it was usid for tyme out of remembrance.

Arth. Pilkynton sometime lord of the township or hamlet of Bradley and his ancestors also lords of the township were mere laymen and collected the tithes of hay of all the defendants.

Arth. Pilkynton had the tithes of garbs hay and wood for a term of about 40 years lately elapsed from the Prior and Convent of St. Oswald's Nostell then proprietors of the parish Church of Huddersfeld, and paid for these tithes to the Prior and Convent 8s. yearly.

A second lease to Pilkynton by Nostell Priory was made about 20 years ago for a term of about 23 years, for which he paid 16s. 8d. a year.

[*Articles for the Defendants*].

Arth. Pilkyngton his ancestors and heirs for 40 years and more have been and yet are lords or proprietors of the manor or grange called Bradley Moor or Bradley Grange.

The defendants are farmers of lands and farms in Bradley; the use and custom of the manor is that the tithes of the manor are to be paid by Arth. Pilkyngton not in the substantial things but in coined money viz. 16s. 9d. yearly.

A. Pilkyngton his ancestors and heirs in recompense of those tithes have paid yearly to the Rectors and proprietors and to God and the Church of the parish of Huddersfeld 16s. 9d. for the tithes.

It was so paid through the whole time and until the dissolution or surrender of the monastery of St. Oswald and since the dissolution Arth. Pilkyngton etc. have been as they ought to be and still are free quit and discharged from all other payment of tithes and in quiet possession of freedom immunity and exemption from tithes.

By statutes of Parliament of the King it is ordered that tithes ought to be paid to God and the Church.

There was a grant by the King to Andrew and Romesden of the tithe of garbs hay and wood up to the sum of 16s. 8d,

The defendants have offered to Joh. Thornell and actually have deposited with the acts of Court 16s. 8d. for the said tithes.

[*Attestations for Thornhill.* 21 Oct. 1546].

Willm. Romesden of Almonburie, gentleman, aged 33 . . .
 . . . has the King's letters patent . . . has received 16s. 8d.
 yearly for the tithe corne haie and wod of Roger Broke for and in
 the behalf of Arthur Pylkington which was farmer unto this
 deponent . . .

. . . was present when Roger Brooke father in law and deputie to
 Arth. Pylkington paid the yerlie rent of the tiethe to John Thornell
 in xxxvi Hen. VIII The year next before that Ric. Andrewes and
 he made sale therof unto Thos. and Nich. Thornell.

[*Examination of another witness who cannot be identified*].

. . . by the space of 20 yeres last past he hathe knowne Arth.
 Pilkyngton and his wief and his sonne Arth. Pylkyngtonne have
 paid xvis. viiid. for the tieth corne haie and wod to the house of
 Sainct Oswolds to the Kynges majestie to Wyllm. Romesden and
 lastlye to Thos. Thornell and Nicholas as it apperethe by an indenture
 wiche thes deponent hathe sene sealed with the Convent seale of
 that house betwixt Arth. Pylkington of thone partie and the
 Priour of the oodre partie bearing date xxiii Feb. A.R.R. xvii. . . .
 . . . all the tyme Arth. Pylkington was fermer his tenants of
 Bradleie paid thyr tiethe corne and no moneye.

The Sentences were given against all the defendants and in favour
 of Thornhill on 1 April, 1547, with costs for the prosecution in each
 case. Thos. Hirst was condemned in tithe of 31 thraves of wheat,
 9 of rye and 72 of oats; Chris. Brooke in tithe of 100 thraves of
 oats; Thos. Gibson in 40 thraves of oats; Willm. Brooke in 10
 thraves of wheat, 40 of rye and 200 of oats; Thos. Brooke in 8 thraves
 of wheat, 60 of rye and 70 of oats.

VII.—R.VII.G. 379

A.D. 1548.

Robert Geyre of Wharompercy, farmer of the tithes of the hamlet of
 Thixyndale, against Willm. Hungate of Werter, gentleman.

A large file, with valuable information about sheep farming in a
 Wolds parish in the first half of the XVI Century. It has useful

topographical information also, and contains interesting references to an ancient stone Cross. This is probably the Cross, part of the base of which now stands in the Churchyard of Kirkby Underdale. It is perhaps worth mention that the file contains more than one example of what is apparently that etymological rarity, the apostrophe -s, remarkable at such an early date. The documents are given in the order in which they are found on the file.

[*Articles for the Prosecution. Latin. Abstract*].

- i. . . . the hamlet of Thixyndale is situated in and of the parish of Wharompercy . . .
- ii. . . . the Prior and Convent of Haltemprise had the parish Church of Wharompercy annexed to their monastery until the suppression of the same by the King. . .
- iii. . . . by the suppression the Church of Wharompercy came to the hands of the King . . .
- iv. . . . by law and by custom time out of mind of man the tithes within the hamlet of Thixindale and the tithable places there, and especially the tithe of wool within a certain pasture called Greate Wareholme have belonged and belong to the Rectors or proprietors of the parish Church of Wharompercy . . .
- v. . . . during such time the Rectors or proprietors have had the right of collecting all tithes in Greate Wareholme . . .
- vi. . . . Robt. Gere has at farm the tithes of all lands etc. in Thyxindale and is farmer of them as he has been for these two years . . .

A note that the defence denies this for Great Wareholme, while prepared to admit the claim for Thixendale, because Great Wareholme is in Kirkby Underdale parish.

- vii. . . . Willm. Hungate between the months of April 1556 and July 1557 had in every month 400 sheep in the pasture of Great Wareholme [*the defence admits 300*] within the bounds of the hamlet of Thyxindale [*denied*] within the parish of Wharehomepercy, from which he had during the same times shorn by him and his men 400 fleeces [*admits 200 and 300 but not more*] . . .
- viii. . . . the price of each fleece amounts to 13d. or at the lowest to 4d. [*the defence puts 10d. as the highest price*] . . .
- ix. . . . Willm. Hungate has not paid tithe for these [*denied*] but being requested by the farmer [*denied*] has refused or delayed longer than is right [*Geyre has no right to ask or to take*] and still does so to the grave peril of his soul [*denied*] and the serious prejudice of the farmer [*denied*] . . .

[*Exceptions, especially against the witnesses Robt. Whyte, Robt. Notyngham, Thos. Notyngham, Thos. Gille, Jas. Spynkney, Jas. Harwod, Thos. Harper, Ric. Cattell, Edwin Robynson, Hugh Ellame, Joh. Pcles-. ., Joh. Notyngham and Willm. Pokinginge*].

- i. . . . the witnesses generally are contradictory and unreliable.

ii. . . . the witnesses who say that Willm. Pokinge the father of Willm. Pokinge haith payd tyth of his wolfe renewynge within the pasture called Greate Whareholme to Sir John Wharome then and now Parson of Kyrkby Underdale are false and perjured . . .

iii. . . . they are false and perjured if they depose that the parysheners and inhabitants of Kyrkeby Underdale haith a dayly rayke and pastorage over the pasture called Greate Whareholme with there cattel, for of truth of right and dutie they have no suche dayly rayke . . .

iv. . . . Joh. Notyngham and also his father long before the beginning of this suit and also now are capital enemies of Robt. Gere and promoters and solicitors for Willm. Hungate . . .

v. . . . Willm. Pokinge and other witnesses named are relations or connections of Sir Joh. Wharome . . .

vi. . . . all the witnesses who depose that the pasture called Greate Whareholme ys within and of the parishe of Kyrkeby Underdale by cause the fermor of the pasture paith the Kynges taxes taliges and for the settinge forth of soulgiers to the Kinges warres with the parisheners of Kyrkeby Underdale are false and perjured . . . for Robt. Gere alleges that Willm. Richardson Willm. Chambrelayne Ric. Stackston and Willm. Burdeus of the towneshipp of Thixendale and of the paryshe of Wharome Percie and every one of theyme paith the Kinges taxes and taligies and for settinge forth of men in the Kinges warres with the towneshipp of Kyrkebie Underdale for their tenements and fermeholde beyng within the towneshipp of Thixendale and of the parishe of Wharome Percie . . .

[*Exceptions on the other side, against witnesses Willm. Woode Willm. Holme Michaell Willson Thos. Armestede Joh. Hobsonne Vicar of Northegrimstone Joh. Wilsonne de Rasethorpppe clericus Vicarius de Fridaythorpe Matth. Murwen and Thos. Kiddal. Considerably mutilated*].

i. . . . all these witnesses are contradictory and unreliable . . .

ii. . . . if they depose that Parsonne Evers did pay tithe to the farmers of Thixendayle of his rennyng of his shepe goynge in Greatwharholme they are perjured, for Parson Evers paid no soche tithe, for one Sir Thomas Sharpe all the tyme Parsonne Evers was fermere of the said pasture was Chapelynge with Parsonne Evers and had the gidynge charge and kepinge of his maisters flocke even frome the tyme it was clippede to the tyme it was solde and delivered a waye, and no tithe was paide of it and thus Sir Thos. Sheperde yet lyvinge is redy to depose by his oythe . . . [*a note of reply by the other side that the Parson paid tieth to the proctor of Thixendale*],

iii. . . . one Willyam Lawtie then shepperde to Parsonne Evers and hade shepe of his owne . . . there and paide no tiethe of the wolfe of his shepe nother to Whareholme Percie nor to the proctors of Thixindale but . . . of Kirkebie Underdale all which thinge the

said Lawtie yet beyng living is redy to depose by vertue of his oyth . . .

iv. . . . all witnesses who depose that there is a stoune partynge foure parishinges that is to sae Whareholme . . parishe Kirkebie-underdale and that the pasture mentioned lyethe within the said stone towards Whareholme Percie . . . For so fare as any man cann remembre ther was no notable stoyne there aboute savyng a stonne with a hole, wherin was a crosse . . .

v. . . . the said stoyne was and is in the parishe of Kirkebie-underdayle four the parishe of Kirkebie reaches beyonde that . . . dicke being due the far side of the said pasture And boundith it in towards Kirkebie-underdale and also haith the said st— . . . it towards Kirkebie-underdale . . .

vi. . . . the parishoners of Kirkebie-underdale did take a way the crosse that stoide in the hole of the stoyne and did . . . Kirke Church garthe and ther it standethe yett And no man did ever finde faulte there withe be cause it standethe . . . the parishe of Kirkebie . . .

vii. . . . Ric. Staxton is perjured where he saythe and deposethe that the Abbat of St. Maris shepperde havinge shepe goinge in the saide pasture did pay tithes to the prockter of Thixendale for trewythe is that one Willm. Poking was then [*shepperde?*] to the Abbat of Sanct Mares and as well he the saide Pokinge as also Edmonde Holme to whome the saide Pokerynge let the righte of his shepe gait which he had a sheperde there payde tithes as well for the shepe pasturyng ther to the parishe of Kirkebie . . .

[Interrogatories for Robt. Geyre farmer of Thixendale against each witness produced on the part of Willm. Hungate on a certain matter elsewhere produced on the part of William].

i. . . . cause of knowledge . . .

ii. . . . whether Sir Robt Constable knight be farmer of the tythes of Hyngyng Grymston parcell of the parishe of the parsonage of Kirkebie Underdale and whether Sir Robt. Constable Willm. Hungate and Sir John Wharom Parson of Kyrkby Underdale do pretende the tythe of the pasture libellate called Greate Wharome to belonge to the Church and Parsonage of Kyrkby Underdale . . .

iii. . . . whether Thos. Notyngham was and is a servant of Sir Robt. Constable.

iv. . . . within what paryshe the hole lordshipp of Thixendale is of . . .

v. . . . whether Willm. Richardsons ferm holde in Thixendale be of the paryshe of Wharome Percye or no.

vi. . . . whether Willm. Chamberleyne's farme holde in Thixendale and Ric Stackston's and Willm. Burdous farmeholde in Thixendale be within the towne and felde of Thixendale and of the paryshe of Wharompercye ye or no . . .

vii. . . .to what paryshe Church the tythe of every of the sayd farmeholds . . . pay their tythe . . .

[*Responsions of Mr. Willm. Hundgait to the positions ministered by the part of Robt. Geyre against him*].

These amount to no more than very brief and general denials.

[*Attestations, on the exceptions for Geyr against the witnesses produced on the part of Hungate*].

Ds. Joh. Whareholme Rector of Kirkbie Underdale, aged 54 . . .

ii. . . . the witnesses have spoken the truth, for he beinge parson of Kirkbie Underdale by the space of this xvi yeres in his owne person and by his deputes haith receved the tieth woll of all the sheperds having shepe goinge upon the pasture called Greate Wareholme and moreover he dothe say that so he haith hard that his predecessors haith done before him . . .

iii. . . . the towne shippe of Painstrophe which is of the parishinge of Kirkbieunderdale haith a daylie rake and pasturedge . . . for so he haith sene it and dothe se it at sutch tymes as he walkes that way . . .

v. . . . Thos. Gillowland Jacobe Spinkney and John Pokringe married this deponents aunts daughters and Hew Collom is unkill sonne.

Willm. Hollyns of Aklam, aged 50 . . . [*cannot depose on any of the Articles*] . . .

Willm. Wood of Fridaythorpe, aged 60 . . .

ii. . . . he saith that he harde Sir John Whareholme say sittinge at Willm. Richardson dore in Thixendale that he never receyvid any tiethes renueng and grewinge within the pasture of Greate Whareholme . . .

iii. . . . xx yeres agoe sens when he was sheperd upon the saide ground the inhabitantes of Kirkbie Underdale had no sutch rake daylie with their cattale . . .

Willm. Richardson of Thixindale in the parish of Wharholme Percie, aged 60 . . .

ii. . . . Sir John Whareholme parson of Kirkbie Underdale standinge at this deponents dore then beinge present Willm. Wood in summer was a twelvemonth said that he never recevid any tieth of Greate Wareholme . . .

iii. . . . they thinhabitants of Kirkbie sens he coulde remembre unto this day [*had not*] any sutch raik except it were by scape.

vi. . . . this deponent Willm. Chamberlayn Ric. Staxton and Willm. Burdeus of Thixindale pays thayr and beares their partes of their charges to the Kinges warres within Kyrkbie Underdale for so this deponent haith gathered it dyvers times . . .

Mich. Willson of Thixindale, aged 50 . . .

ii. . . . this tyme twelmunthes at Thorobie in his masters hall he hard Sir John Whareholme parson of Kirkbie say that he never receved [*any tithe of Great Wareholme*] then beinge present his Master called Master Chamberlayne his wiff and other gentill women.

iii. . . . he never sawe the hirde of Kirkbie have any sutche pasturedge of Greate Whareholme but by skape.

[*Attestations, for the defence. A roll on paper*].

Robt. White [*of the parish of Kirkby Underdale where he has dwelt for 8 years, aged 48*] . . .

i. . . . the pasture articulate is not of the parishe nor within the parishe of Wharholme Percie nor of nor yet within the villadge or hamlet of Thixindale, For he saithe that the farmers of it paithe all taxes and talladge and the Kings rents to the manor of Grimston and so haithe done this viii yeres last past, for he haithe gathered the same bie the space before bie him deposed which manor of Grimston is parcell of the parishe of Kyrkbie Underdale . . .

Robt. Nottingham of the parish of Kirkbie Underdale where he has dwelt for 50 years, aged 56 . . .

. . . the farmers of Greate Wharholme paid taxes and tallaidges unto Kyrkbie parishe and helpid to set forthe men in the Kings majesties affares in his warres with the parishe of Kyrkbie Underdale . . .

Robt. Nottingham of Kirkby Underdale, aged 30 ;

Thos. Gillow, aged 40 ;

Thos. Pinkney of Hunkelbie, aged 52 ;

all gave similar evidence and added nothing of consequence.

James Harwod of Hugget, aged 58 . . .

. . . was sheperd and kept shepe upon the grounde called Greate Wareholme bie the space of iiii yeres to gether for one Parson Evers and theyr he had shepe of his owne goinge bie the space before by him deposed but he nor yet the Parson afforesaid never paid any tiethe of theyr shepe so fedinge and pasturinge, [*and otherwise he cannot depose*] but that he supposithe theyr was a covenant made betwixt thabbot of Sanct Marie that the same Parson Ewers should pay no tiethe in recompense of which the Parson did give the Abbot all his shepe at thoure of his deathe which this deponent delivered.

ii. . . . he saithe that the kye apperteininge to the towne of Painestrop of the parishe of Kirkbie Hondeofdale haithe a rake over the pasture articulate one tyme of the daie and so haithe not the kye of the towne of Thixindale wherefor he thinkithe the pasture to be of the parishe of Kirkbie Hondeofdale and not of the parishe of Wharholme Percie, nor within the bounders of the towne of Thixindale.

Hugh Collam of Thixindale in the parish of Wharholme Percie, aged 40 . . .

. . . the rentes of Greate Wharholme ar paid to the farmers of Grimston within the parishe of Kirkbie and also at Easter next shalbe xii the taxes were paid unto the inhabitants of Kirkbie Undolphdale . . .

Thos. Harper of the parish of Kirkbie Undolphdale, aged 60 . . . [similar] . . .

Gavin Robinson of the same parish, aged 28 . . .

. . . One Mr. Banaster haithe in lease of the Kings Majestie all the farmes and tenamentes lieinge within the lordshipe of Grimston within the parishe of Kirkbie Undolphdale amongste wiche farmes and tenamentes he haithe to lesse the farme of Greate Wareholme . . .

Ric. Catton of the same parish, aged 40 . . . [similar] . . .

Joh. Puckringe of Panstroppe where he hath dwelt for 38 years . . . similar . . .

Joh. Nottingham of Pansthorpe . . . aged 26 . . .

. . . saithe that he se one William Pukringe that dwelt at Panstrobe that kept shepe of the pasture called Greate Wareholme and was sheperde unto the Abbot quondam of Sancte Maries of Yorke late dissolved pay tieth of xl shepe that he had goinge of the said pasture wiche was his owne unto the parson of Kirkbie Underdale whose names is Sir John Wharholme and thus he se him pay his tieth bie the space of xii yeres together . . .

Willm. Puckringe of Panstrobe, aged 26 . . .

. . . Willm. Pukringe his father being sheperd to one Mr. Blake witch was farmer of the pasture viii yeres sens did pay tiethe of thirtie hogges of his owne that went upon the said pasture unto the parson of Kirkbie Undolphedale . . .

[*The Answers of Robt. Geyre to the Articles of Mr. Hungaite against him*].

These are merely a bare and complete denial of the truth of any of the Articles.

[*Attestations*].

A roll on paper. These are concerned, as their main point, with the position of a boundary cross on the Wold above Kirkby Underdale, probably the so-called "King Harold's Chair." As already noted above, there is a possibility that the cross-base now in Kirkby Underdale Churchyard is part of this ancient boundary cross.

These attestations are on the side of the defence, in support of the Exceptions by Hungate.

Robt. Thwite of Kirkbie Underdale yoman, aged 40 . . .

. . . theyr is a stone as is articulate with an hole in it but he thinkethe that it is no bounder . . .

. . . he dwellinge within the towne of Panstrophe and beinge parishiner of the parishe of Kirkbie Underdall haith certayne kye that goithe a rake to none tyme of the day be yonde the stone articulate whearefore he knowethe the stone to be within the parishe of Kyrkbie Underdale but howe fare the parishe of Kirkbie Underdale dothe extend he cannot depose . . .

. . . he haith sene the crosse stand in the churche yerde of Kyrkbie-underdale.

Willm. Puckringe of Panstrophe . . . aged 26 . . .

. . . this deponents grandmother shewed him xii yeres sense that the crosse that stode in the stone standethe in Kirkby Underdale churche yerde . . .

. . . he haith driven cattall for the moste parte ever sens he was seven yere olde unto beyonde the stone in the morninge and theyr haith sene them pasture and fede . . .

. . . he kepte shepe under his father called William Puckringe under thabbot of Sancte Maryes xii or xiii yeres sens as he now remembrethe, and his father had certeyne shepe goinge in Gretwairholme theyr the tiethe of whiche he paid unto the parson of Kirkbie Underdale amongst the tiethe of his shepe that fedd within the commen of Panstrophe for theyr was none elles but the parson of Kirkbie Underdale that demaunded tieth of him, and so he hath sene the said tieth paid for the yonge adge of his remembrance unto the dissolucion of the monasterie and therfor he beleveth Rich. Staxton to be perjured.

Ric. Carron of Hunclebie in the parish of Kirkby Underdale, aged 60 . . .

. . . he never se nor yet hard of others that theyr was any other stone theyr than the stone furthe of the which the crose standinge in Kirkbie Underdale kirke yerd was taken and that the stone is no suche bounder as they have deposed for it stands hollie within the parishe of Kirkbie . . .

. . . he haith hard one James Pynkney say that his father told him whos name was James Pynkney that the crosse was tayken fourthe of the stone and sett in Kirkbie churche yerde.

Ds. Thos. Sherpe priest (? of Huggate), aged 60 . . .

. . . if that any tiethe wol had bene paid of the shepe that did apperteyne to the parson articulate by all the tyme that Parson Evers had the pasture of Greate Wharholme in farme he this deponent beinge doer for him shuld have knowne.

. . . theyr is a certayne stone with a hole in hit as is articulate that lieth in Stanedale Bodom which stone he beleveth parteth foure lordes groundes . . .

Willm. Lawtie of Huggit, shepherd, aged 50 . . .

. . . was sheperd unto the Parson Evers of the grounde articulate one yere and of his groundes at Huggate by the space of ii yeres and

he never harde nor knew that his Master Parson Evers paid tieth of his shepe that went upon a pasture called Wareholme.
 . . . he haith hard that the stone dothe bounder iiii lordshippes.

[*Attestations*].

A roll on paper. For the prosecution.

This perhaps should come early in the series of the file.

Willm. Wod [*of the parish of Fridathorp where he has dwelt for the space of 40 years, aged 60*] . . .

. . . the inhabitants of the towneshippe or villadge of Thixindale come to divine service at the parishe church of Wharholme Percie upon thollidaies and also receve theyr sacraments and sacramentalles and bery the dead corpes at Wharholme Percie whearfore he knowithe it to be of the parishe of Wharholme Percie and within the limits of the same.

. . . at the coronacion and one yere or two before the coronacion of the King Henrye theyght of good memorie late Kinge of Ingland this examine keped shepe apperteninge to one Mr. Hew Evers beinge fermer of Great Warholme within the pasture called Grete Wareholme and had some of his owne cattall and shepe goinge theyr at that tyme and bothe Master Hew Evers and he this examine paid tieth woll of theyr shepe goinge fedinge and pasturinge of the pasture articulate unto the proctors and farmers of Thixindale and this he se done by Master Hew Evers and he this deponent paid tieth of his wol cominge and growinge of his shepe pasturinge and fedinge of and within the pasturage called Greate Warholme xvi yeres after the coronacion of Henry the viii.

. . . Robt. Geyr takethe the tieth of Thixindale to his owne use and this examine haith sene Robert gather it . . .

Willm. Holme [*of Rastrope of the parish of Wharholme Percie, aged 50*] . . .

. . . Michaell Wilson dwellinge in Thixindale told this deponent a twelmunth sens that his father called John Wilson gathered the tieth woll cominge and growinge of the shepe goinge and pasturinge of the pasture called Greate Wareholme and paid the tieth woll unto one Mr. Willm. Bulmer being then fermer or procter of Thixindale parcell of the parishe of Wharholme Percie . . .

. . . he haith sene Robt. Geyr gether in hervest was a twelmunthe tieth corne and tieth woll within the towne of Thixindale and this he se him do in the last yere of all in harvest And forther he saith that he haith the tieth Laythe in ferme at Thixindale and selleth the tieth corne theyr and for theys causes he knowethe him to be fermer of the tieth renuinge within the towneshipp or hamlet of Thixindale.

Mich. Wilson [*of Thixindale, where he was born, aged 50*] . . .

. . . xxx yere sens as he now remembreth he went withe his father unto Hugget unto one Parsonne Evers wiche had then the farme or

pasture called Greate Wareholme in farme and theyr did receve of the said Parson the tiethe woll cominge and growinge of the shepe that did pasture upon Greate Wareholme to thuse of one Master Bulmer of Leveninge then beinge proctor of Thixindale parcell of the parishe of Wharholme Percie and also he this examinate abughte xix yeres sens gathered the same tiethe woll cominge and growinge of the shepe going and pasturing upon the pasture of Parson Ewre to thuse of Mr. Bulmer than proctor of the hamlect of Thixindale, and he never hard but that the tiethe woll . . . of the shepe and other cattall gooing of the pasture articulate belonged to the proctors of Thixindale and parsonage of Wharholmepercie . . .

. . . ii yeres sence and also this last yere he this examinate beinge an inhabitante of the towne of Thixindale haith sene divers of his neghboures pay theyr tiethe unto Robt. Geyr and he himselfe haith done so lyke wyse . . .

. . . in summer last past was a xii [*month*] he kepinge shepe in Thixindale Common Feld did se a floke of shepe appertening to Mr. Hungaite fede and pasture upon the pasture grounde articulate all that summer, and allso he se them fede upon . . . Greate Wharholme all the last summer and all thys last winter unto this present tyme . . .

. . . he thinkethe that if the woll comynge of the shepe articulate were good woll it was worthe xiid. the flese.

Thos. Armetsted [*of the parish of Fridathorp, aged 40*] . . .

. . . the last winter before this he did se the shepe apperteninge to Willm. Hungaite fed and pasture and be allso foderid withe hey upon the grounde or pasture called Greate Wareholme but how longe to gether he cannot certaynely depose nor how many theyr was in number . . .

Ds. Joh. Hobson, [*clerk, Vicar of Norhegrimston, aged 36*] . . .

. . . the pasture called Greate Wareholme is of the towne of Thixindale and within the parishe of Wharholme Percie for he saith that he haith sene a stone lyenge at the Dale hede called Stanedale wiche stone as he haith harde of others doithe separate foure diverse parishinges thone from thother viz. Wharehomepercie parishe frome Kyrkbie Underdalle parishe with other ii parishinges, beyonde witche bounder towardes Wharholme Percie liethe . . . Greate Wareholme but how the tiethe haith bene paid heare tofore comynge and growinge of shepe pasturinge and fedinge of the said pasture he cannot depose.

Joh. Wilson [*of Rastrope, aged 40*] . . .

. . . did helpe Robt. Geyre to gether the tiethe woll apperteninge to the towne of Thixindale this lastyere bie past, and not of Greate Wareholme for because that Mr. Hungaite said that he wold kepe the tiethe woll in his owne hande to it were tried who should have it.

. . . a flese of good woll was worthe xiid. the last yere before this.

. . . Willm. Hungaite paid no tiethe woll to the proctor of Thixindale, for this examinate stood by at what tyme Hungaite did deny to pay any to him to the mater were tried.

Willm. Richardson [*of Thixindale, aged 58*] . . . [*similar*] . . .

Ric. Staxton [*of Thixindale, where he has dwelt for xxx yeres, aged 58*] . . .

. . . was tende [*i.e., tithe*] getherer for my Ladie Cunstable Sir Willm. Cunstable wif of Ridston deceased of all the tend lambes and wol that did renew within the boundes or limets of thamlet of Thixindale xxvi yeres sens and than was the farme called Greate Warholme in the tenor and holdinge of thabbott and Convent of Sancte Marie of Yorke wich Abbot and Convent paid no tyethe wol of theyr fedinge but theyr sheperd that had xl shepe . . . fedinge of the pasture did pay his his tiethe wol comynge and growinge of his sheppe before deposed unto this deponent to thuse of my Ladie Cunstable than beinge proctor and farmer of the villadge of Thixindale and this deponent so gatherid the tiethe upon the shepe xvi yere of the xxvi yere before bie him deposed.

Robt. Geyr taxithe the tiethe of every man that is within Thixindale and usithe it as his owne for his farme painge.

. . . the last yere woll was worthe a flyse xiid. and the yere before that it was worthe xd.

Willm. Brice [*of Edilthorpe, aged 33*] . . .

. . . abouzte xx yeres sens he did se one Wilson bringe the tiethe woll that came and did renew of certayne shepe that did apperteyne to the sheperd of Greate Wareholme than being in the tenor of thabbott of Sanct Maries for thuse of the proctor of Thixindale for that tyme beinge And also he haithe sene one Ric. Staxton gether the tiethe woll that did renew of the shepe . . . fedinge of Greate Wareholme wich shepe did apperteyne to the sheperd theyr to thuse of my Ladie Constable of Wassonne than beinge proctor of Thixindale and this he se done xvii yeres sens.

Ds. Willm. Marshall, [*clerk, Vicar of Frydathorpe, aged 46*] . . .

. . . he hard his father witche was called George Marshall say that he gathered tiethe of the pasture articulate unto the behove of Sir Willm. Constable knight dwellinge at Cathorpe.

Matth. Murwen [*of the parish of Wharholme in the Strete, aged 43*] . . .

. . . he haithe hard others say that the pasture articulate is of the parisshe of Wharholme Percie and also haithe sene a stone witche they say is a bounder betwixt the parishinges.

. . . he was privie to the takinge of Robt. Geyrs lease and hard the same red.

Thos. Kyddall [*of Wharholme in the Strete, age 30*] . . .

. . . he hathe sene Robt. Geyrs leesse and haithe hard it red wiche lease did declare him to be farmer theyr.

Included in this file is also a long paper roll of attestations which refer actually to another suit by Geyre against a defendant Marshall, of which other papers are found in the Cause Paper files. Both suits were for tithes in the parish of Wharram Percy and the district of Thixendale, which probably accounts for the confusion. Another file in the Geyre-Marshall cause is given below.

[*Attestations*].

Taken on the 23, 24 and 25 January ? 1556/7, or possibly 1550, as in the file below.

These Geyre-Marshall files relate mainly to prices of corn or wool, etc., tithed. Some of the witnesses are the same as those in the Geyre-Hungate cause.

[*Before John Rookby LL.D., with Thomas Mowntayne as secretary*].

Thos. Scawthorpe [*of Aklome, aged 33, examined on the Articles of exception and Additional Articles for Geyr against Marshall*] . . .

. . . he haithe hard say that all and singuler the witnesses mencioned in thes exceptions and product by the party of Marshall ar but lighte fellowes and that they bee of small substance and so he haithe hard them named to be by many persons that be theyre nighe neighboures.

. . . in the yere of Oure Lorde God 1547 and in the yere 1548 every of the sayd yeres a lode of barley rakinges was worthe more then xs. a lode For every lode of good barley rakynges conteined in yt the said yeres by estimacion a quarter and a haulfe or two quarters of barley of this deponents certayne knowledge And that in the yeres 1547 and 1548 a lambe at tiethinge tyme . . . were worthe one lambe accompted with an other xxd. and better a pece by estimacion And this examine sayth that he wold not have solde the worste lambe he had under xxd. any of the sayd yeres before by him deposed at tiethinge tyme, but the raikinges of barley and the lambes within Thixindale within the parishinge of Wharholmepercye he did not se wherfore he cannot certaynely depose of them otherwise than affore. And forther he saythe a tythe gose at tiethinge tyme in the yeres 1548, 1549 was worthe at tiethinge tyme vd. a gosse, For he sayth that the costome to pay theyr tiethe gosse is abowzte the feaste of Sancte Michaell, and she is worthe vd. as he hathe before deposed, and so he wolde pay for all sutche tiethe gesse at tiethinge tyme, but what price geise did beare at Thixindale he cannot certaynely depose because he saw them not in the years articulate. And forther examined he saythe that he hard a prest say that is a doer for one Mr. Blake sey that in the yere of Our Lorde God 1548 his Mr. payd to Robt. Geyr for every threve of his worst barley xvd. and that was a stowke viid. ob., wherfore he knowethe a stowke of best barley was then worth viiid. a stowke and more he never herde that Richardson shoulde be partner with Robt.

Geyr of the teithe of Thixindale and besides he saythe that he this deponent hathe boughte divers tymes tiethe corne of Gere and had nothinge to do with Richardson nor payd hym no parte of the money for the same but payd it unto Geyr.

Robt. Rudforthe [*? Ruderforthe*] [*of Whareholmepercy, aged 26 by estimacion a lode of barley rakynge* A.D. 1547 and A.D. 1548 was worthe xs. as is articulate and more every of the sayd yeres, for he saythe that a good lode of barley rakinges will yelde at leste a quarter and a halfe of barley, and that eyther of the sayd yeres barley was worthe a quarter viiis. and vis. viiid. And forther he saythe that in summer last paste was three yere a lambe at tiethinge tyme was worthe by estimacion xxd. and better, and he sayth that he solde halfe a score of lambes for iis. a pece and more money the same yere, And he saythe forther that every yere this foure yeres last paste lambes at tiethinge tyme within the parishe of Whareholmepercy hathe bene worthe one accompted with another xxd. and so this deponent wold have bene glad to have geven for them a pece And forther examyned he saythe that one Thomas Blake this examinares Maister dyd bye stowkes of barley of Robt. Geyr and payd for the worste stowke of barley viiid. ob. the yere of Our Lorde God 1548, Wherefore he knowethe the best stowkes of barley to be worthe the same yere viiid. as is articulate. And forther examyned he sayth that a tiethe gosse at tiethinge tyme which is abouzte Michaelmas was worthe in the yeres articulate vd. a gosse, and by that price he wolde have bene glad to have had all the tiethe geese in the towneshippe of Thixindale in the sayd yeres, And that he did se ether of the yeres Marshalls lambes and that he wolde have given for them as he hathe before deposed and taken the better with the worse, and that in harvest last paste was iii yeres he did se thre landes of Marshalls barley which was good barley, and he wold have given for every lode of Marshalls rakings of barley as he hathe before deposed and have taken the better with the worse.

Matth. Morwen [*of Whareholme in the Street, aged 48*] . . . [*confirms all the prices as given by the last witness, exactly*] . . .

. . . Hew Collom and Robt. Geyr were at sewte together at this Cyty of Yorke and John Willson sewyd Geyr at the Wapintake Courte for he this deponent was present by . . .

Mich. Taylor [*of Whareholmepercy, aged 36*] . . .

. . . [*confirms the prices*] . . . for he saythe that xii stowkes of good barley wolde yelde a quarter of barley and every quarter of barley was better worthe then viiis. a quarter the same yere [1548] . . .

. . . Wilson sewed Geyr in the Wapintake Courte aboughte Sanct Helyns Day last paste or thereabouts and that he this examine was one of the xii men that passed betwixt them in the sayd Courte upon that matter.

Thos. Kyddall [*of Whareholme in the Street, aged 34*] . . .

. . . he solde to one Maister Blake too yeres sence certayne stowkes of bareley for xiiid. a stowke And forther he saythe that in harveste tyme bothe the yeres a goosse was worthe vd. a pece of any mans money . . .

. . . Wilson sewed Geyr in the Wapyntake Courte and he this examinate was one of the arbiters betwixt them but howe longe it is sens he cannot depose . . .

Willm. Holme [*of Raistroke, aged 60*] . . .

. . . a bushell of barley in 1547 was worth xd. . . . in 1548 was worth xiid. . . .

. . . anno Domini 1548 he had barley rakinges that dyd growe in the same felde [*as Marshall's barley*] wherof a lode dyd yeld hym xii bushells of barley . . .

Thos. Carter [*of Whareholme in the Street, aged 40*] ;

Joh. Botterell [*of Whareholme Percy, aged 30*] ;

Thos. Morwen [*of Aklam, aged 30*] ;

All these confirm the previous evidence.

Joh. Holme [*of Whareholme Percy, aged 24*] ; . . .

. . . he hard say that Hewghe Collome and Gere foughte to gethers and that John Wilson sewed Robert Geyr . . .

VIII.—R.VII.G.400.

A small file of two pieces only, one of which appears to refer to still another part of the suit between Geyre and Marshall. The larger document is not dated ; it consists of the much-corrected Responsions of Marshall to the missing Articles of prosecution for Geyre. The probable date is 1548 or early 1549. The smaller paper consists of Responsions by Geyre to Marshall's defence, and has no more than a brief attack on the credit of witnesses for the defence.

[*Responsions of Thos. Marshall to the Libel of Articles for Robert Geyre the prosecutor*].

. . . this deponents children beinge in howse with hym of theyr shepe pasturinge fedinge and lieinge with his leyke as is articulat had thre lambes at lambinge tyme was too yeres and no mo And lyke wyse at lambinge tyme was twelmonthes and no mo And at lambinge tyme last the sayde children had vi lambes of thre shepe pasturinge . . . as is afforesayd and no mo And as to his owne lambes he sayth he had vii lambes all which lambes did renew within the parishinge of Wharompercy And that he is inhabitant within the parishinge of Wharompercy and haith wiff and children. . . . he had thre small lodes of rakinges of barley for they can carry no greate lodes in the parishe wheare he dwelleth A.D. 1547 in the monthe libellate And lyk lodes of rakinges of barley A.D. 1548 and no more and concerning otes he denies it.

. . . he had xvi score stowkes of barley in the year and months libellate . . .

. . . in the monthes and eyther of the yeres libellate he had milke of his kyne and yowes as is libellate and in the first monethes and yere he had three calves And in the second monethes and yere too calves and no mo and one of them died And in the first monethes and yere he had houney of his bees the last yere he had none. And he had as he beleveth the first yere and moneth xiiii younge gese and x yonge duklinges and noo moo And the secunde yere and moneth he belevith he had x younge geyse and as many younge duklinges.

. . . he had in this yere articulate three score and x cookes of peise and no moo And he belevith that he had one hundrethe stowkes of barley and no mo And that he had one hundrethe stowkes of haver and no more And he sayth that he cast his tieth of his barley and other fourth in sheff sum to the forow and sum to the tope of land as chanced ; one barley stowke had in it xiii shaves.

. . . he and his wiff payd for theyr offerings at Mydsummer but they ar behinde for Michaelmas.

. . . the inhabitants of Thixindale have payd theyr tieth barley and haver in sheves thys three yeres by past and affore they payd theyr tieth in stowkes, and they never payd tieth rakinges but within this three yeres afforesayd.

. . . the rakinges of his barley was worth this yere vis. viiid. at uttermost, and ether thother yere xvs. and no more and every stowke of barley iiid. and no more And every stowke of haver three pence and no more, and a tieth lambe xvid. and no more, and a tieth calve iiis. and no more, and a tieth gose iiid. and no more, and a tieth duke iid. and no more, and a tieth swarme of bees xvid. and no more, and a tieth of his ky milke for all the yeres libellate was worth xvid. ob. and no more and that the tieth of the yewe milk was worth every one of the yeres libellate viiid. and no more.

[*The Personal Answers of Robt. Geyr made to the positions of the matter on the part of Thos. Marshall*].

. . . Willm. Pukringe was at tyme of his production as a witnes and as yet is servante to Willm. Richardson . . .

. . . Brice for three or four years last past was the servant of Willm. Richardson . . .

[*Examined ix May 1550.*]

IX.—R.VII.G.497.

A.D. 1551.

This is a small file on an unusual subject—tithe of wages. It gives some information on working conditions and contracts, as well as on the actual scale of wages paid.

Mr. Chas. Moreton farmer of the Rectory of Badsworth against Joh. Anderson and Thos. Beckett of Badsworth.

[*Articles for Moreton. Partly Latin*].

- i. . . . Mr. Thos. Wilson clerk, between April 1550 and March 1551 was and still is Rector of Badsworth and in possession of the rights, tithes etc.
- ii. . . . Mr. Chas. Moreton during the whole of that time was and yet is farmer of the Rectory by lease of Mr. Wilson.
- iii. . . . John and Thomas during the whole of that time were and yet are parishioners of the parish of Badsworth, and especially so at Easter last.
- iv. . . . Joh. Anderson and Thos. Beckett were servants within the parish for that year and each of them took and had for his yearly salary and for the works of his hands for the year xxs.
- v. . . . that there maisters with whome they dyd dwell the said yere dyd fynde theym all maner of tuyles wherwith they dyd work and wherewith they dyd addyll and gett their waiges and so dyd spend nothings in gettinge their waiges save onely dyd fynd theym selves cloythes and other rayment necessarye for their bodies.
- vi. . . . John and Thomas viz. either of theym dyd save or might have saved at the yere ende clerely everye one of their said waiges by the common estimation of men vis. viiid.
- vii. . . . by the space of . . . xl yeres last by past servants dwellinge within the said parishe and takyng waiges hayth payd some tyethes more or lesse for their said waiges.
- viii. . . . servants takynge waiges within the parishe by the space of . . . xl yeres last by past hayth payd tyethe of their waiges after this rate viz. he that haith takyn xxs. waiges hayth paid at the least iiiid. for his tyeth And he that hayth takyn xs. waiges hayth paid at the least iid. for tythe yerelye And so other rate and rate lyke accordinge to the qualitie of ther waiges with which custome the fermor holdyth hym selfe contente yf yt be lyke wyse sene to John and Thomas.
- ix. . . . John and Thomas have refused to pay tithes of the said works of their hands when required on the part of the farmer, or at least have deferred payment more than is just.

[*The Answers of John Awenderson, 9 July 1551. Partly Latin*].

- i. to v. . . . [*admitted*].
- vi. . . . he salved never one penny of his waiges.
- vii. . . . [*admitted*].
- viii. . . . some servants useth to pay as it is articulate and some servants payth lesse.
- ix. . . . he has not refused, but offered at the farmer at Easter iid. for his tithes.

[*The Answers of Thos. Beckett alias Beckwith*].

- i to iii. . . . [*admitted*].
- iv. . . . he hath xixs. wages and a hemptere shert.
- v. . . . [*admitted*].

vi. . . . he salveth no thinge of his wages for it will not fynde hyme rayment.

vii. . . . [*admitted*].

viii. . . . as he never toke xxs. wages nor never paid more but iid. yerlie unto Chas. Mourton was fermer ther and some yeres he paid but id. ob. and what other paith at xxs. he cannot tell for he never toke xxs. wages.

ix. . . . he never refused to paye tithes but ever offered as he thought in consciens as he is nowe redie to paye viz. iid.

X.—R.VII.G. 509 and 523.

Probably both A.D. 1552.

Hen. Warcopp, as farmer of two thirds of the tithes of corn and hay belonging to the late Chantry within Whorlton Castle and now dissolved, against Willm. Rydeley [G.509] and Willm. Robinson [G.523].

The Articles for the prosecution, and nothing more, are preserved in each case.

[*Articles for Warcoppe against Rydeley. Latin*].

i. For time beyond man's memory to the contrary two thirds of the tithes of the demaynes lands of Grenehowe belonged and belong to a certain late Chantry within the castle of Whorlton, now dissolved and given to our Lord the King.

ii. The Chantry, and the Cantarist of the Chantry, was in possesions of the right of taking the said tithes and the Cantarist at his pleasure disposed of them by taking them or by leasing them to whom he would.

iii. Hen. Warcopp for seven years has been and yet is farmer of the said two thirds of the tithes of corn and hay on Grenehowe.

iv. There is a certain parcel of the demaynes of Grenehowe which is called Maynecloise and another parcel called Litell Calf Cloisse.

v. Willm Ridley in the months of July August and September A.D. 1550 and also A.D. 1551 took and had and converted to his own use in the places respectively named 46 loads of hay each year. [*The defence objected "thre lodes of haye" and no more*].

vi. The price of a load of hay in each of these years by common estimate was and is 6s. 8d. [*The defence said 3s. 4d.*].

vii. Ridley refuses to pay, etc.

The Articles against Robinson refer to corn and also to hay, and in other parts of the demesne lands of Grenehowe, Grete and Litel Bonohill. Warcopp claimed in 1545 for 100 thraves of oats, in 1546 for 100 thraves of oats, in 1547 for 100 thraves of wheat in Gretebonohill and 100 of wheat in Litelbonohill, in 1548 for 100 of wheat in Litelbonohill, in 1549 110 thraves of wheat in Gretebonohill and 100 of oats in Litelbonohill, in 1550 for 100 thraves of wheat in Gretebonohill, in 1551 for 100 thraves of wheat in Litelbonohill. In one of these years he claimed three loads of hay. He stated that "every threave of wheat conteynethe xxiiii sheaffes", and every thrave of oats the same number of sheaves, and put the value of a thrave of wheat at 3s. and of a thrave of oats at 2s. and a load of hay at 6s. 8d. The defence suggested that the true value was 12d. and 2s. respectively.

XI.—R.As. 25/16.

Thos. Elmdenn against Joh. Hyndmersshe or Hindmirs.

There are no Articles for the prosecution remaining on this file, but the cause was for tithe from land formerly belonging to Guisborough Priory.

[The Answers of Joh. Hindmirs to the positions of the matter brought against him on the part of Joh. Elmdenn. Partly Latin].

. . . the place called Carlinghou and the bounds and limits of the same were and are within the parish of Gysborn and at the time of the dissolution of the house or monastery of Gysborn of the Augustinian Order were the lands of the Prior and Convent of the monastery and in their culture and occupation and they were accustomed to turn the fruits and profits arising therefrom to the feeding of the Prior and Convent savinge and excepte suche parte and percell of the said place or grownd that was then in the occupacioun of the tennantes hundes and servandes of the Prior and Convent or other then the Prior and Convent and savinge and excepte also all suche goodes and cattelles which wer the said servandes hundes tennantes or other which pastured feed and laye within the said place or grownde.

. . . the Prior and Convente of the said laite monasterye att the tyme of the dissolucion of the monastery wher the proprietaries and lordes of the place or grownd articulate and wher also the proprietaries and parsons of the parsonaige and parishe church of Gysborne And had and kepte the parsonage in their owne handes and therby receyved and had the tithes of all goodes and cattelles which their servantes hundes tenawntes or other had pasturing feding renuinge and growinge within the said place or grownde or other places within the parishe And for suche goodes and cattelles which the Prior and Convente had of their owne pasturing . . . within the said place or grownde ther was no tithe payde because they wer proprietaries or parsons off the place or grownde . . .

[Interrogatories on the part of Joh. Hyndmersshe].

[First let every witness be asked] whether the sade place doyth lye every thirde yeare fallowe or not And that *[if]* it liyth fallowe whether it be common to all and every inhabitante of Gisborn And yf it so bee whether the sade inhabitantes have or aught to pay tythe for such cattall as did happen ther to feade and pasture and renwe, unto the parsons and fermors of the parsonage of Gisborn for the same yeare that the sade Carlynghowe did lye fallowe or nott, or any other yeare And whether the sade Carlynghow did lye fallow the same yeare that the monastery of Gisburghe was dissolved or not, And at the tyme of the suppression of the same monastery or not.

[*Attestations*].

[*Examined on 3 March 1552[/3] before Mr. Joh. Dakyn*].

Most of the witnesses follow very closely the matter in the Answers of Hyndmersshe, but there are a few points of additional information.

Robt. Tristrame of Gisburne in Cleveland, gentleman, aged 58 . . .
. . . knew Gisburn Priory for ten years and more before the Dissolution.

Ric. Starre of Gisburne, clerk, aged about 54 . . .

. . . the house or monasterie of Gisburne was religiose and the Prior and Convent therof used to pay no tith for such groundes as they did releve and kepe in ther owne custodie . . . for he this deponent was Chanon of the said house sence he was xxii yeres of adge unto the dissolucion therof, and he hath knowne the house sence he was xii yeres of adge for he was borne and broughte upe at Gisborne.

. . . the said Close ii yeres did lie inclosed and everie thirde yere did lie opou with the fallowe felde and that yere the tenants and others did put in ther cattell in the soid grownde which then did lie opou the whiche yere the tenants and neighbours did paye ther tithes renewinge like as they did other yeres in other common groundes which did lie opou And whether it did lie opou at the tyme of the dissolucion of the monasterie of Gisburne or noo he cannot depose.

Joh. Pickerde [*of Gisburne, yoman, aged 44*];

Joh. Blanche [*of Gisburne, yoman, aged 60*];

[*Examined on 17 March 1552/3*];

Nich. Hardinge [*of Gisburne, husbandman, aged 40*];

Edwd. Suggett [*of Pynchethorpe in the parish of Gisburne, husbandman, aged 50*];

Ric. Marsyngale [*of Gisburne, husbandman, aged 50*];

Robt. Jowcey [*of Scowkdale in the parish of Gisburne, laborer, aged 46*];

Willm. Wedderell [*of Gisburne, husbandman, aged 40*];

Edwd. Suggett [*attested that*]

. . . Carlinghowe was in severaltie everie ii yeres together and everie thirde yere . . . did lie opou from Michaelmes unto the feste of the Annunciacion of Oure Ladie twelvemonth after during which tyme all the inhabitants of Gisborne and Tockotts hade common of pasture with all ther cattell and paid ther tith that therde yere.

XII.—R.As. 16/16.

A.D. 1552.

XIII.—R.As. 24/7.

A.D. 1554/5.

XIV.—R.As. 24/24.

A.D. 1554/5.

This group of associated files is connected with tithe of hay from meadows in Kirkby in Cleveland. At least one other file concerning the matter has been lost, or has not yet been noted for indexing amongst the mass of papers in the Class R.As. not yet examined in detail.

The ground in dispute was formerly part of a grange of Rievaulx Abbey, Broughton Grange, and the contention is that tithe for hay there was paid in money, not in kind. The parties throughout were the same, Laurence Sutton as farmer of the tithe hay of the Rectory of Kirkby against Leonard Sayer, Robert Dobby, William Lynge and Thomas Lynge. In the first stage of the suit, represented by R.As. 16/16, Sutton brought action against each of the defendants separately, so that presumably there should have been files separately against Sayer, Dobby and Thomas Lynge as well as that surviving against William Lynge. This was in 1552. At the beginning of 1555 Sutton evidently continued the case against all the defendants together. No sentence has been preserved in any of the files..

There is interesting detail on agricultural methods and on the subdivision of tenancies consequent on monastic ownership, and the usual conflict of opinion between the two sides over prices.

XV.—R.As. 16/16.

Three pieces only of a file for the prosecution.

[*Articles. The Official before whom the cause was heard is described as "furnished with the authority" of King Edward VI*].

- i. Laur. Sutton for the last six months has been farmer of the tithes of hay of the Rectory of Kirkbye in Cleavland . . .
- ii. In June, July, August and September 1552 Willm. Lynge the defendant had 24 wainloads of hay growing in the parish and converted them to his own use.
- iii. The price of each wainload by common account was 6s. 8d.
- iv. He has not paid tithe to the farmer when required, but has refused or at least deferred payment.

[*Answers of Willm. Lynge. 3 Nov. 1552*].

- i. . . . he (i.e., Sutton) hath been fermer ther by one yere last and no more but what tyme of the yere he entered to the same he canne not remembre, and so he is reputed to be fermer.
- ii. . . . he (Lynge) hath had vi wayne lodes and no more.
- iii. . . . a lode of hay is worthe iis. and no more.
- iv. . . . the tith hath been required and he refused to pay it in haye but he is redie to pay money for the same according as he and his father hath paid the same by the space of xxx yeres of this respondent knowledge viz. iiid. an oxgaigne and he hath no more but iii oxgaigne.

[*Attestations*].

These are unusually brief, and contain little more than bare "he believes this is true" or "he believes this is untrue."

Willm. Lassells [*of Stokesley, Tanner, aged 50*] . . .

. . . refers himself to his depositions to the third articles of the libels against Robt. Dobby and Thomas Lynge.

Robt. Wardell [*of Kirkby in Cleveland, labourer, aged 62*] . . .

. . . one lode of hay accompted with another within the parishe of Kyrkby (that year) was worthe vis. viiid. and so dyd his neyghbores by the same yere . . .

XVI.—R.As. 24/7.

A.D. 1554.

The original suit was evidently by Laur. Sutton gen., against Leon. Sayre, Robt. Dobby, Willm. Lynge and Thos. Lynge, for tithe hay in Kirkby in Cleveland, paid in money, not in kind. The tithe in dispute was from ground formerly part of the monastic grange of Great Broughton, farmed from Rievaulx Abbey.

The file here is apparently for the defence; the Articles are lost. The file at present consists of:

1. [*The personal Answers of Laur. Sutton of Kirkebie to the articles of the four defendants exhibited against him made on 1 Dec. 1554*].

[*First and second Articles admitted*].

[*Third*] . . . the most parte of the haye demaunded by this respondent in the libell did growe in the mayne medowes of Broughton and verie litle of the same did growe upon the oxgaignes articulate . . .

[*4th and 5th denied*].

[*6th.*] . . . Leon. Saire hath the (? *for thre*) oxgaignes articulate and that he is redie to paye as is articulate . . .

[*7th. and 8th.*] . . . Robt. Dobbie Willm. Lynge and Thos. Lynge hath everie one of them thre oxgains as is articulate and that everie of them is redie to pay as is articulate . . .

[*Answers to the additional position for the defendants*] . . . he beleveth that there haith bene more paid then 3d. and further that there is no other Mayne Ynge than that which apperteignithe to the oxganges articulate and alleged but he saythe that the inhabitantes of the towneshipp callid Greate Broughton have other Inges enclosyd than thayre Mayne Ynges the tiethe whereof amountethe to a greter value than the tiethe of the Maine Inges . . . Examined on the last of January 1554 (-/5).

2. [*Interrogatories for Laur. Sutton against the witnesses called for the defence*].

[*The cause of his knowledge on each point*].

ii. . . . how many oxganges of land Sair, Dobbie, Ling and Linge occupied the yeres libellate within the towneshipp of Great Broughton and how long sinse the oxganges was converted frome earable and corne ground and maid hay ground.

iii. . . . what and how much the hay of every oxgang one yeare with ane other was worthe bie the yeares libellate.

iv. . . . wether he knew any tith haye sett furthe or paid of any oxganges ing groundes or masseldelles or maine medew within the towneshippe of Great Broughton and how many yeres they have sene or knowen it so paid.

v. . . . how many oxganges of land and how much ing ground or medew called Masseldelles or other maine medew he doith occupie and hould to his owne use within the towneshipp and what or howmuch he paith or pretendeth to pay yearly for the tith therof.

vi. . . . [*how much he is worth in debtless goods*]. . . .

[*Attestations*].

Joh. Grene [*of Gisbroughe, panyereman, aged 80 and over*] . . .
 . . . he dyd dwell in the villadge of Broughton xxxv yeres together ended xx yeres sence And by all that tyme that he dwelt there was never tiethe hay payd in that kynde that dyd renew and grow within the villadge and the grange . . . yf there hadd bene any payd he must nedes have either sene the same or have hard tell of yt beinge inhabitinge there continuallie by the space aforesaid . . . by all the tyme of xxxv yeres that he dwelte in the villadge he was seure that all the tenants of the villadge and of the grange which held of thabbot of Ryvalles payd but iiid. for the tiethe hay of every oxgange of lande that he hadd in his teneure and was of that hold of Rivalles and so he dyd se one Willm. Mathew his uncle that dwelte in the towne of Broughton payd for ii oxganges of lande that he dyd hold of the Abbott viz. vid. for either oxgange iiid. fortie yeres sens unto one parson Browne who was than parson of the parsonadge of Kyrkby in Cleveland And further saithe that he is certayne that the fermer of the grange called Broughton Grandge payd in lyke manner iiid. for the tiethe of hay of every oxgange of lande in his tenure at the tyme before by him deposed according to the costome of that hold and not hay in that kynde and after that rate he se Gilbert Robinson paye which was tenante of the Grange xl yeres sens and above . . .

[*To the Interrogatories*] . . . every oxgange would bere ii lodes of haie and every lode was worthe xxd. . . . he himself is worth in goods debts deducted xiid. . . .

Hugh Drynkrow [*of Helmesley, butcher, aged 60*]. . . . was borne in Broughton and dyd continually dwell there frome the tyme of his byrthe untill xviii yeres last past by all which tyme that he so dwelt there he never knew any of the inhabitantes of the villadge which dyd dwell upon the Abbot of Rivalles land sett fourthe tiethe of ther hay growinge in and upon theyr oxganges but paid iiid. in money for the tiethe of every oxgange And so he se one John Rutter his uncle that dwelte upon the same hold pay xxx yeres sens and above to one Mr. Bernarde then fermor of the parsonadge of Kyrkby in Cleveland And that he se his uncle pay iiid. for the tiethe of suche oxganges of the hold which were iii in nombre xl yeres sence and more, and further he saythe that by the space of xx yeres that he dyd dwell with his uncle in Broughton upon the said hold by all which tyme he never se hym set fourthe tiethe hay in that kynde, And by all the tyme afforesaid he saith that the firmers of the grange of Broughton never payd tiethe hay in that kynde . . .

[*To the Additional Position*] . . . there is no other mayne Inge than that apperteignethe to there oxganges . . . and that the iiid. payd for the tiethe hay of every oxgange of the Abbots hold dyd serve for the mayne Inge belonginge to the oxganges and for the

tiethe of all other hay that grew upon any other lande that apperteigned to there fermeholdes and was of the same hold . . .

. . . he is worth . . . iiis. iiid. . . .

Joh. Hoggerd [*of Kirkby in Cleveland, born in Broughton, husbandman, aged 66*] . . . dyd dwell with one Willm. Hoggerd his father frome the tyme of his chyldhed and birthe untill about xxx yeres sence that he was married to Kyrkby, which is distant one quarter of a myle frome Broughton, And after he came to thadge of x yeres untill the tyme of his mariadge he every yere dyd helpe his father to do his bussynes about his housbandrie in the felde and ells where And that by all that tyme that he so dwelt with his father his father never lefte teithe of his hay that renewed and did growe of his oxganges nor any other of the inhabitantes of the towne or graunge of Broughton that dwelt of the Abbott of Ryvalles landes or tenementes dyd leave any tiethe of there hay that dyd growe of there oxganges belonginge there tenementes of the sayd holde by all the tyme that he dwelt there And yf that they hadd lefte or sett fourthe any tiethe hay he saythe that he muste nedes have either sene the same sett fourthe or have hardd therof dwellinge continuallie at Broughton and usinge the feldes yerely in hay tyme ; but he saithe that he dothe know certaynely that the inhabitantes holdinge of the Abbot of Rivalles and his father holdinge of the Prior of Gisbroughe dyd every yere by the tyme that he dwelte with his father and also the fermors of the grange called Broughton Graundge payd iiid. for the tiethe of the hay growinge comminge and renewinge in and upon every of there Oxganges which was of the said holdes and so he payd for his father ii yeres together, accordinge to the coustome in that behalf by all the tyme usyd . . . he is not worth in goods debts deducted xs. . . .

[*Examined 8 March 1554/5*].

Clement Watson [*of Magna Busbie in the parish of Stokesley, gentleman, aged about 55*] . . . the hay the which tith is demaunded of beinge in the tenure and occupation of (Sayre, Dobbie and) Willm. Lynge belonginge to Gret Broughton and Broughton Grange beinge parcell of the parishe of Kirkbie in Cleveland did growe and renewe upon the groundes belonginge to the oxganges late appertenynge to the monasterie of Rivalx . . . the groundes afforesaid and all other groundes belonginge to Grete Broughton and Broughton Graunge beinge of the holde of Rivalx the inhabitantes of that holde of Rivalx did paye for every oxgange accomptinge Mayne Medewe Closes Forbie Ground and Massildales to apperteigne to the oxgaignes to this deponent and Robert Wharton beyng fermors of the parsonnage of Kirkbie unto thre yeres ago by the space of xx yeres iiid. for everie oxgaigne of land yerelie at Easter and none other tith hay or otherwise (? sc.no) money for the same for any hay of that holde of Rivalx was paid during that tyme of xx yeres, And further he saith that a nother parcell of the towne of Grett Broughton

did appertene and was of Sancte Johns holde of the which holde Thomas Lynge was and is one and he saith that they hade oxgaignes belonginge to ther farmeholdes as is aforesaid and that all the hay belonged to ther oxgaignes and everie of theme paid for everie oxgaigne beinge of Sancte John Holde a penny in money as he remembreth yerelie at Easter withoute any other payment except that some of the inhabitantes of Gret Broughton pay for ther garthes when they be kepte for medewe some a id. some a half-penny . . . (he is worth of his own goods £20 and over).

Joh. Farame [*of Stokesley, butcher, aged 68, who was born at Great Broughton and has continued there and at Stokesley ever since . . . he is worth in goods clear 40s.*];

Robt. Mayson [*of Stokesley, fisher, aged about 59*] . . . "hath used the same groundes sence he was xvi yeres of adge and hath knowne it accordingle . . ." . . . he is worth . . . 20s. . . .

These two witnesses gave similar evidence to that of their fellow witnesses.

XVII.—R.As. 24/24.

A.D. 1554/5.

The same parties as before.

This is a file for the prosecution, apparently almost concurrent with R.As. 24/7. Much of the matter is the same as that in the preceding suits, but there is more here concerning the transfer of certain grounds from corn to grass, and the carting, from good will, of hay or corn in addition to the money payment for tithe.

The Articles contain three clauses only, the first merely stating that there is a vill called Great Broughton, and Broughton Grange is a part of it.

ii. [*For 40 years past the farmers and occupiers of Oxgangs have paid their tithe hay in kind*].

iii. [*For 40 years past the same have paid in money also*] " . . . viz. sume yeare for everie oxgange iiid. and iid. over and besides for tithe haie of their oxganges and som yeare for every oxgang iiid. and over besides the hay carried to the fermers tithe laith or barne or to sume other place whereso(-ever?) he appointed them one lod of the fermers tithe hay of their owne proper costes . . . "

[*Additional Articles for Sutton*].

i. [*Originally placed last*] . . . denies that the custom of Gret Broughton was as Sair Dobby Ling and Ling have alleged; if it were true it would be most prejudicial and harmful to the parish Church of Kirkebie . . .

ii. . . . Leon. Sair during the times libellate had a hundreth acres of landes or groundes comonly called the Demaynes over and beside all and singuler his oxganges of land specified in the matter exhibit by Sair Dobbie Ling and Ling, and had from them one year with another lxxx wainloads of hay growing within Broughton Grange . . .

- iii. . . . theis closes and flattes folowing viz. Graungey Croft, Whitell, Cowclose, Lingels, Brodeflatt, Litelimbeigait, Hesselroutes, Swinams, Esterlee, Rie Cloise, Sheperd Garthes and Kildecroft are part and parcell of the oxganges specified and within this x xxx or xl yeres was earable and corn grounde and now converted and turned into gresse and hay ground . . .
- iv. . . . the extent of these Closes amounts to 200 acres and L. Sair had 60 wainloads of hay from them each year libellate . . .
- v. . . . the price of each wainload of hay each year was xiiis. and xiiid.

XVIII.—R.VII.G. 3133.

A.D. 1553.

Thomas Proctor and John Proctor his son, as farmers of the Vicarage of Gargrave, against Chris. Brigges of Gargrave.

This is apparently quite a normal suit for tithe, but the surviving documents in the file refer actually to two suits, both on the same grounds; the first is against Brigges, the second is by the two Proctors against Roger Wigglesworth. The former cause is represented by Articles for the prosecution and Responsions by the defence, the latter by Responsions for the defence only. The Articles are unusually lengthy, and turn to a great extent on the fact that the Vicarage of Gargrave with all its rights including tithes was leased by the Vicar to Thomas Proctor. Such clear references to what was not an unusual practice are not common.

[*The Articles. Latin.*]

- i. . . . a certain dominus Anthonius Forrest priest on the 6th day of June in the third year of the reign of our present Lord the King and before and ever since was and at present is perpetual Vicar of the parish Church of Gargrave, and was and is surviving and living and in quiet and peaceful possession of the vicarage with its rights . . .
- ii. . . . the said Anthonius on the sixth day of June by his letters of indenture leased and demised at farm to Thomas Proctor the manse of the vicarage and all and singular tithes offerings . . . whatsoever within the bounds and tithable places of the parish . . . from the feast of Michaelmas next after the sixth of June to the end of a term of years not yet ended, and Anthonius at the time of the lease and demise was and is a clerk in Holy Orders and Thomas Proctor was and is a layman . . .
- iii. . . . all the lesser tithes and the offerings and especially the tithes of hay calf and milk and the offerings within the bounds of the parish for 10, 20 . . . 60 years and for time beyond man's memory to the contrary both by common right and by lawful prescription and lawful custom have belonged, belong and ought to belong to God and the said Church and the Vicar for the time being . . .
- iv. . . . the yearly rent of the house tithes [*etc.*] to be paid by Thomas Proctor and his assigns during the said term of years amounts to the sum of £14 over and above the stipend and salary of a sufficient priest to serve the cure of the Church, which stipend each year amounts to the sum of £5 "and the vicaredge was and is

rated taxed and vallowed at and in the Kinges booke for the paying of the firste fruytes unto the somme of xl li or there abowtes" . . .
 v. . . . Thomas Proctor by his letters of indenture about Michaelmas last leased and demised at farm to John Proctor the half of all the tithes etc. of the Vicarage, and Thomas and John by reason of the aforesaid have been and are from the said 6th of June to the present time respectively farmers of the tithes . . .

vi. . . . Chris. Brigges in the months between November 1551 and March 1553 had within the bounds of the parish 18 cows and had of them certain milk and 14 calves . . .

vii. . . . Brigges had in the months between June and November 1552 twelve wainloads of hay within the same bounds . . .

viii. . . . by custom of the parish calves renewing within the bounds of the parish are tithable each year on the feast of Martinmas . . .

ix. . . . by custom of the parish, every parishioner and inhabitant keeping house within the parish has paid or at least ought to pay to God and the Church and the Vicar there one tithable hen between Christmas and Lent each year . . .

x. . . . by the Injunctions of Henry late King of England and by the Acts of Parliament made in this behalf, as also by use and laudable custom of the parish each parishioner and inhabitant of the parish ought to pay to God the Church and the Vicar for the time being his offerings yearly at the four Feasts of Midsummer, Michaelmas, Christmas and Easter as follows, namely, at each Feast one halfpenny . . .

xi. . . . the value of the milk by common estimation extends to 28s. 8d., of each calf to 5s., of each tithable hen to 5d., of each wainload of hay to 6s. 8d. . . .

xii and xiii. . . . Chris. Brigges has been a parishioner for two years and more, and has paid no tithe nor tithe hens nor offerings . . . Plea for justice and a verdict with costs, in the usual form.

[*The Answers of Chris. Brigges*].

These were remarkably brief ; the first Article was denied, the second admitted, "salvinge that he beleveth the said Forrest was a prest."

[*The Answers of Wigglesworth. 12 October 1553*].

These make it clear that the Articles against Wigglesworth which are not on the file were precisely the same as those against Brigges, with the necessary alteration of name.

i. . . . Sir Anth. Forrest was never Vicare of Gargrave nor is he nowe livinge and he beleveth that Thos. Proctor did occupye the vicaredge in his name and yet he saithe he dothe clame in his name the occupieng therof, and forther he saith that Sir Anthony abouttes thre yeres sence was reputed to be Vicare ther but he is nowe not reputed as Vicare nor never was sence one Sir John Wilson entered as Vicare ther which was abouttes a yere sence.

- ii. . . . [*agrees that Forrest was a priest and Proctor a layman*] . . .
- iii. . . . the tith corne and wooll belongeth to the parson and all other tithes belongeth to the Vicare . . .
- iv. . . . [*denied*], salvinge that he beleveth the lest somme of the Vicaredge taxed in the Kinges bookes is xiiii li.
- v. . . . concerning the lece made to John Prokter he beleveth it not to be trewe for this is the first daye that ever he harde of it . . .
- vi. . . . the first yere articulate he hade xvi kie that renewed and the secunde yere he hade xviii kie that renewed and he thinkes that either yere he hade ii stripte mylke kie . . .
- vii. . . . viii. . . . [*admitted in both cases*]. . .
- ix. . . . he beleveth that certayne howses within the parishe doth paye a henne and certayne howses paith not, of the which houses that payeth not this deponent is one . . .
- x. . . . he beleveth iiii offeringe dayes to be ordered as is articulate but he saith that it haith been used ever sence the iiii offeringe dayes was ordered in ther parishe everie man and woman to paye at Easter for all ther offeringes the said yere 1½d. and no more . . .
- xi. . . . the custome in the parishe is that for everie cowe which reneweth in the parishe they use to pay iid. and for everie stripte mylke cowe a penny for ther tith mylke and he beleveth that a tith calf is worth iiis. and no more and a henne iid. and a lode of haye iiis. iiiid. and no more . . .
- xii. . . . he paid all duties due to the vicarege unto Thos. Proctor untill this Vicare called Sir John Wilson did enter into the vicaredge which was betwixte the Feast of the Assumption and Nativitie of Oure Ladie last was a twelmonth or ther abouttes anno 1552 and sence that tyme he saith he hath paid all duties to the said Vicaire . . .

XIX.—R.As. 20/5.

A.D. 1554.

Ds. Ric. Hewson, Vicar of Wetwang, against Geo. Leppington, for minute tithes belonging to the Vicarage.

This is a file which introduces the relations between a Prebendary and the Vicar of his prebendal Vicarage. There is also a question of land inclosed and later opened again because of popular discontent with the inclosure, the re-opening being ordered by the President of the Council in the North.

The order of documents given here is that of the original file, but perhaps not that of the original proceedings.

1. [*Articles for Ric. Hewson. Abstract*].

- i. . . . Ric. Hewson is Vicar of Wetwang and has been so for 10 years.
- ii. . . . by law, constitutions and prescription time out of mind of man the lesser tithes mixed and minute and especially the tithe of sheaf in Lez Croftes of Wetwang and the tithe of milk [*of*] cows and ewes, bees, calves, pigs, chickens and eggs have belonged and yet belong to the Vicars of Wetwang without contradiction by the Rectors and Prebendaries, who have not claimed nor had such tithes.

- iii. . . . Geo. Leppington in some or all of the months between April and the March following in the years 1545 to 1553 has had of his tithable stock besides milk cows and ewes 6 calves, 60 young pigs, 30 chickens, 6 swarms of bees and 300 eggs.
- iv. . . . in 1552 and 1553, between July and October, he had lxxx lez Stowkes of barley in the closes called Croftes and Batman Close.
- v. . . . the value of a cow's milk yearly was 6s. 8d., of ewe's milk 10s., of the 300 eggs aforesaid 12s., of each calf 3s., young pig 5d., chicken 1d., swarm of bees 4s., and stook of barley 10d.
- vi. . . . Geo. Leppington has refused to pay tithe . . .

2. [*Articles for Leppington against the Articles for Hewson and against Hewson's witnesses, namely Wm. Leppington sen. Thos. Newton Hugh Hirdman John Walcar John Newton Geo. Robinson Thos. Thompson Anth. Erington and John Dawson*].

- i. . . . the witnesses contradict each other and are unreliable, instructed and in collusion.
- ii. . . . the witnesses who say that Sir Robt. Constable and Sir Edwd. Goore paid tithes to the Vicar of Wetwang when they were fermers there are false and perjured; in fact Mr. Cunstable and Mr. Goor being fermers there eyther of theym in thier owne time dwelled at other places without the parishe of Wetwang and kept house without the parishe of Wetwang viz. Mr. Cunstable then did dwell at Holme in Spawdingmore and Mr. Goor at Stetnam which places ar far distant from the parishe of Wetwang and they [*had*] all their kye yowes chekinges bees and other things without the parishe of Wetwang and paid tithe therof to thos parishe Churches in which parisshees they kepted the same without paying any tithe to the Vicar of Wetwang.
- iii. . . . all witnesses who have deposed that the lands from which tithe is sought ar Croftes in that behalf ar perjured forsomuche as the said land or ground ar not Closed in ne wer not frome the holl oppen feld ne wer closed at any time within the time libellaite ne had any house or mansion in that time or at any other time within mans remembrance belded or standing upon the ground or landes ner joyning unto it.
- iv. . . . the custome of the diocese of Countie of Yorke and the Precinct of the same and also by the order of the Courtes aswell of the Lordship of Wetwang as other adjoyning and liend ner round about thos be onelye Croftes and called Croftes which have a house belded upon thiem or joyninge to thiem or to be joyned to a house and inclosed from other common felde.

3. [*Additional Articles for Hewson*].

[*They repeat his former Articles, but expand them by saying that*] Geo. Leppington's 80 stowkes of barley were on thre landes or croftes called the Parsons or Prebendaries landes or Croftes, [*which have always been considered to be Crofts belonging to the Rector or Prebendary*]

of *Wetwang*], lying of the Este ende of *Wetwang* towne betwixt ii landes or croftes belonginge to the Vicarage and to the Vicare of the parishe Church in the right of the Church, a litle frome a Close or Croft called *Batman Close*.

4. [*Answers of Leppington to the Articles for Hewson*].

i. . . . [*is true* . . .]

ii. . . . [*is untrue* . . .]

iii. . . . he haith sence his commyng to *Wetwang* had tenne tiethe pigges and not above, which the Vicar haith no right unto, And as for chekyns and swarmes of bees he never had so many as came to any tiethe, And thoght he had the Vicar had noo righte thereunto, And as for mylke of kye and yewes he hath paid the same to the Vicar not of right but at the request of Mr. Dr. Farley unto nowe of late that he hathe staid the same because the Vicar haith no right thereunto.

iv. . . . [*is untrue* . . .]

v. . . . the tieth of mylke of his kye and yewes [*was*] worth each year libellate vis. and no more . . . his egges worth iiiid. . . . a calfe xxd. . . . a pigge iiid. and a chekyn id. yf he had any, swarmes a bees worth xd. and a stowk of barley worth 2½d. and no more . . .

vi. . . . he hath refused to paye the Vicar any of the tiethes afforesaid, forasmuche as he haith no right to receyve them . . . he never had any swarmes of bees untill within this two yere And then he had not above two swarmes And as to chekyns he does not believe that ever he had anye.

The last sentence in the original illustrates well the odd blend of Latin and English often used in these documents, with Latin for legal forms, and the use of English may be taken to represent the actual words of the witness. The sentence here stands thus: "And as to" and "he does not believe", in Latin; "chekyns" and "that ever he had anye", in English.

[*To the Additional Articles for Hewson*].

. . . he had xxx stowkes of barley growinge of the arable landes liynge in the feldes being neither tofte nor crofte and beinge the Prebendaries owne landes . . . the said landes lieth betwixt two arable landes belonging the Vicar and a litle frome the Close called *Bateman Close* . . . at the instance of Dr. Farley he paid to the Vicar thre stowkes of barley in the last yere save one but not as tieth . . .

5. [*Answers of Ric. Hewson, Vicar of Wetwang, to the Articles and Exceptions for Geo. Leppington against him and his witnesses*].

. . . ii. . . . Sir Robt. Constable and Sir Edward Gower dwelt at other places withoute the parishe of *Wetwange* at the tyme articulate and they kepte houses withoute the same parishe and they

had kyne swyne and yowes within the parishe of Wetwang and they paid tiethes of them to this respondents predecessors as his witnesses have deposyd.

iii. . . . the croftes where of tiethe is demaunded lyenge together with other croftes adyoininge to the same ar and have bene called croftes and taken for croftes tyme oute of mynde of man And ar separated from the common felde with an highe way of the Northe parte and a hye way of the Southe parte, and by a balke upon the Este syde And with a quickwood hedge upon the Weste parte And further he belevith that theyr haith bene no howse bulded upon them . . .

6. [*Interrogatories for Leppington. Abstract*].

. . . if the witnesses for Hewson depose that the Vicar ought to have the tithe of corn of toft or croft, by what right he ought to have it and especially whether by composition or not?

. . . are the three lands called Parson or Prebendarye Lands now or heretofore enclosed or do they lie in the common Felde unclosed and unfenced?

. . . whether evyr they were inclosed or not within this 40 yeres And how it chanced that they were lade opyn in to the felde again And for what cause the hege was plucked downe . . .

7. [*Attestations for Ric. Hewson. 13 May 1554*].

Joh. Walker, [*of Wetwang, husbandman, aged 44*] . . .

. . . haith seen the tieth of mylke, aswell of kyen as of yowes, at sundry tymes brought frome the parsonage to the Churche and there paid in chees accordinge as other neighbours did, to the Vicar for the tyme beinge there And further he saieth that he haith at sundry tymes seen the tieth corne growing upon the Croftes belonging to the Prebendarye within the parishe of Wetwang sette furthe by suche as was the fermers thereof in stowkes and so taken and carried awaie to and for the use of the Vicar there, aswell in the Vicars tymes that now is as in his tyme that was Vicar there before him, and also haith seen pigges geese chikyns likewise paid, and never knewe nor herd tell of the contrarye unto nowe that the fermer there viz. Geo. Lepynton haith denied to pay the same . . .

. . . he belevyth that Geo. Leppington haith received and had every of the yeres articulate certeyn mylke of his kyen and yowes, and some yere sex some yere v and some yere iiij calves, and also that he had certeyn pigges chekyns swarmes of bees, but how many he cannot tell . . .

. . . Geo. Leppyngton had growinge within the croftes . . . certeyn stowkes of barley whiche he extemyth to xl or fiftie stowkes in either yeres or thereabouts . . .

. . . the mylke of a cowe is worthe one yere with an other iiij. iiij. and the mylke of a score or yewes is worthe one yere with an other

iiis. iiid. and a calfe his worthe iis. a pigge worthe iiid. a chekyn a id. and also he saieth that a stowk of barley taikē one yere with an other is worthe vid. . . . At Easter they pay iiid. for the tiethē of a score of yowes of his sighte and knowledge and he likewise haith paid so himself And to the residue as calves mylke of a cove pigge chekyn and stowkes of barley he saieth he wolde so gyve for them.

[*To the Additional Articles*] . . .

. . . the thre landes are called toftes and croftes belongingē to the Prebendarye of Wetwang . . . he belevyth there is copies taken whiche declareth them to be toftes and croftes And he saieth that they have been so called by all men sence he canne remember he haith herd Geo. Leppington say that he haith paid the Vicar his tiethes of the said groundes after a condicion . . .

[*To the Interrogatories*]. . . .

. . . he haith seen the tiethes received as he belevyth by a custome for the Vicars tyme . . .

. . . the thre landes called Croftes were once inclosed by one Robt. Cocket who agreed with the Vicar ther for enclosynge of the same . . .

. . . they were inclosed by a yere or thereaboutes, and after pulled downe by commaundement of my Lord President then beinge of the Kinges Majesties Counsaill in the Northe, and upon complaynte of thinhabitauntes there . . .

John Newlove [*of Wetwange, husbandman, 50*]. . . .

. . . [*similar evidence. A stook of barley worth xd.*].

Geo. Robson [*of Wetwange, husbandman,*] . . .

. . . [*similar evidence. A stook of barley worth viiid. or ix d.*] . . .

haith seen Geo. Leppington paie the tiethes of the Croftes himself . . . one of the landes called Croftes was inclosed by Mr. Coket and after casten downe bycause neighbours war offended and that the Lorde President then being at there suete commaunded yt shulde be so doone . . .

Thos. Thompson [*of Tibthorpe, husbandman, 60*] . . .

. . . the thre landes called the Croftes will beare one yere with an other L stowkes of corne . . . he haith seen them and tolde them, sundry tymes aboute xx yeres agoo, and at that tyme there was no lesse, and so he belevyth they will beare now.

. . . he haith seen Leppington father being fermer there pay the Vicar tiethes of the Close And he haith herd say that Geo. Leppington haith paid tiethes himself to the Vicar within this fewe yeres.

. . . Mr. Copendale enclosed the croft and pulled them sone downe, but upon what cause he cannot depose . . . [*a stook of barley is worth 10d.; as to other prices, he agrees with the other witnesses*].

Anth. Erington [*of Wetwange, husbandman, 50*] . . .

. . . haith seen and knowne Sir Robt. Constable when he was firmer and Sir Edwd. Gower when he was fermer of the Prebend

paye there smale tiethes and specialle of the Croftes And never knewe nor herd that they were denied unto nowe of late that Geo. Lepington maiketh staie thereupon.

. . . belevyth that Geo. Lepington had in either of the yeres libellate fiftie stowkes of barley, and suer he is that there was the last yere xlv stowkes of barley althoughe yt was the worste yere for barley that was a grete while, growinge upon the croftes, for he was presente there with others and told them.

. . . the thre landes whereupon tieth is demaunded belonge to the parson or Prebendary of Wetwange and are called the Parson or Prebendaryes Croftes or landes and so haith been sence this examine canne remember, for this examine haith seen a cople of the Prebendaries Courte Rooles which nameth them Toftes and Croftes.

. . . the Vicar receyveth his tiethes of the Croft by Custome, for he knoweth not of any Composition he haith or haith had . . .

. . . upon an agrement of Mr. Coket then fermer of the parsonage and the Vicar that nowe is aboute x yeres ago, two of the landes or Croftes were enclosed and after casten opon, by cause the neigbours was not contented with the inclosing thereof, and also forasmuche as the Lorde President of the Kinges Majesties Counsaill then being had so commaunded them to do And ever sence haith so contynued opon.

John Dawson [*of Wetwange, husbandman, 50*] . . .

. . . [*similar evidence. A stook of barley is worth viid.*].

John Sharpe [*of Wetwange, hirdman, 60*] . . .

. . . was servante to Ric. Russell Vicar there one yere aboute xl yeres ago and received the tiethes to his use and also afterward was servaunte to one Mr. Langdale fermer of the prebendarye or parsonage of Wetwang, and tyme of his being with Mr. Langdale all the tiethes of the Croftes were lefte upon the grounde for the Vicar and never denied, nor taken awaie neither in his tyme nor any other sence or before untill now that Geo. Leppington makes a staie therein . . . price of a stock of barley viid. or viiid. . . the Vicar had the tiethes as he hath herd his elders saye by ccustom and never denied by no man better or worse unto nowe. . . the Croftes were enclosed about xvi yeres ago . . .

Nich. Wright of Wetwange, webster, aged 32 . . .

. . . [*similar evidence*] . .

8. [*Formal record of a Commission held by Robt. Smalwood Vicar of Burne (Kirkburn) held in the Choir of Wetwang Church, 18 June 1554, to take attestations*].

9. [*The Attestations. 18 June 1554*].

Willm. Leppington senior [*of Wetwange, husbandman, aged 78*] . . .

. . . haith continually payd tieth of mylke of his kyne and all

other tiethes comprysed in the Article unto the Vicars of Wetwange for the tyme beinge by the space of thes threscore yere last past after the maner following viz. for a tieth calf a half penny at the feast of St. Martyn the Busshop in wynter and so do all his neighbours and have done by all the tyme before by him deposyd . . .

[*To the Interrogatories*].

. . . the croftes were ones enclosed by the space of one yere aboute a dussen yere sens and thay were than pullyd downe and now they ly and before that tyme dyd lye in the common feld . . .

. . . the hedges of them were pullyd downe because the inhabitantes of the towne chalancyd them as parcell of there commen feld . . .

Thos. Newlove [*of Wetwange, husbandman, where he has dwelt for the space of 60 years, aged 70*] . . .

. . . [*the Prebendary of Wetwang or his farmer, for the last 40 years,*] lefte tieth corne of those landes which be called the Parsons croftes and do lye on the Easte syde of the towne of Wetwange betwixte twoo landes of the Vicars and belonginge to the Vicaredge in the common felde not inclosyd and that the Vicars servandes have caryed the same home to the Vicaredge and nothings sayd to the contrarye but that they mighte do soo . . .

. . . [*the milk of a cow yearly is worth 12d., of a score of ewes 3s., a calf 12d., pig 2d., chicken 1d., swarm of bees 8d., stook of barley 6d.*]

Hugh Hyrdman [*of Wetwange where he has dwelt for 20 years, aged 40*] . . .

. . . has seen Geo. Leppington leve tiethe corne of the Parsons Croftes and the Vicar cary the same home to his house ; he served Vicar Hewson sixtene yeres sens at which tyme he hadd the three landes in his tenure and occupacion of the demise and graunte of one Cocket the fermor of the parsonage And this examine dyd lede away all the corne to the Vicaredge howse levinge no tiethe behynde hym and never hard the procters servandes nor hym self demaunde of his Master any tiethe . . .

[*The Attestations are signed on the last page*]

By me Robert Smalwod parson of Foxholles.

XX.—R.As. 16/22.

A.D. 1554.

Jane Nettleton, widow of John Nettleton, farmer of the Rectory of Hutton Cranswick, against Robt. Grundon.

The file contains only the Responsions of the defendant, the Interrogatories for him, and the Attestations for the prosecutor.

This cause gives further information relating to the custom of setting up the tithe sheaves in stook, and traces the plough-penny to the days of Watton Priory ; the Dissolution evidently did not break the custom. There are indications, too, that the witnesses in these causes gave evidence which might be similar in general form, as conditioned by definite Articles and Interrogatories, but was independent in the individual expression of answers or depositions.

1. [*Answers of Robt. Grundon, the defendant*].[*These imply the form of the missing Articles for the prosecution*].

i. . . . in the yeres and time libellate Mr. John Nettleton so long as he lived was fermer of the tithes and sence his decesse Jane Netilton his wif hath been and is fermer of the tithes . . . and so is reputed and taken for fermer there . . .

ii, iii, iv. . . . *are true*

v. . . . he beleveth he had in the yere libellate foure score and xii stowkes of whet everie stowke contenyng xii sheves and no more ; seven score and eight stowkes of barlie and no more everie stowke contenyng as is articulate and eight score stowkes of haver and no moo everie stowke contenyng as is abovesaid.

vi. . . *is true* oneles the fermer of the tithe gave them glove silver and a Christenmas dynner and then everie man to sett forth his tithe in stowk . .

vii. . . *untrue* . . .

viii. . . . everie stowke of whet was worth xd. and no more ; a stowke of rie vd. and no more ; a stowke of barlie viid. and no more, and a stowke of oittes vid.

ix. . . . *untrue* . . .

x., xi., xii. . . . *admitted where they agree with his previous admissions.*

2. [*Interrogatories for Grundon against the witnesses for Jane Netilton*].

i. . . . [*whose tenant he is and whether he be tenant or servant of Jane Netilton or not.*]

ii. . . whether they knowe or beleve that every husbande man of the parishe of Huton Cransewyke hade yerely any dewty pade or promessed by the late parsons of the same, for setting outt ther tythe corne in stulke and not in sheiffe and what every man had for soo doying, whether meaite and drynke in Crestemas at Watton Abbay and also gloves or not.

iii. . . [*the reason of their knowledge on each point*] . . .

3. [*Attestations, for the prosecution.* 22 June 1554].

Thos. Farthinge [*of Hoton Cranswicke laborer, where he has dwelt for 26 years, aged 54*] . . .

vi. . . . this xxvi yeres last past he haithe dwelte in the towne of Hoton Cranswicke by all which tyme he haith sene and knowen the housbandmen of the same parishinge sett furthe the tiethe of there wheate and rie in stowke and that he never hard by all that tyme of any other custome to have bene usyd within that parishe. . . .

vii. . . . he beinge commen pynder of Hoton Cranswicke dyd resorte into the felde in harveste last past was a twelvemoneth where he vewyd Robt. Groundons rye that dyd growe upon one parte of the felde callyd Withorne and that he numbryd the stowkes thereof and that he se the xith stowke of one lande of the same set fourthe for the tiethe and tene stowkes reservid for hym self. . .

viii. . . . a stowke of wheate was worthe xd. and a stowke of rye viiid. and a stowke of barly viiid. and a stowke of haver vid. and by thes prices he wold have bene glad to have hadd the stowkes of the grane. . . .

ix. . . . the last harvest Robt. Grundon dyd leve his tiethe corne in the felde in shafe and not in stowke accordinge to the custome . . . he se the same so left lyenge in the felde upon the lande a good space after that Grundon hadd carrye his owne parte away. . .

[*To the Interrogatories*] . . .

i. . . . [*he is tenant of our Lady the Queen*] . . .

ii. . . . sens Mr. Nettilton late housband to Jane Netilton dyd enter unto the parsonage of Hotoncranswicke he haith knowen the husbandmen there have every ploughe a id. for settinge there tieth stowke of that syde of the lande that he might best comme to hit for ledinge yt away at his pleasure . . .

Joh. Elyot, [*of Hutton Cranswick where he was born*], housbandman, 54 . . .

vi. . . . he haith bene a housband this xxx yeres by all which tyme he haith setfourthe the tiethe of his wheate and rye every yere in stowke and he haith knowen yt to have bene a custome so to tieth suche grane within the parishe thes xltie yeres last past and more and so have his neighboures tiethed there wheate and rye by all that tyme of his certayne sighte and knowledge . . .

vii. . . . in harvest last past was a twelvemonth he dyd numbrecertayne stowkes of rye of Robt. Groundon which dyd growe upon one parte of the felde callyd Wythorne and he perceyved and se in one lande where that Robert hadd setfourthe the leventh to the tiethe and reservyd tenne to hym self . . .

viii. . . . a stowke of wheate A.D. 1552 was worthe one with another xd. and a stowke of rye vid. and a stowke of barley viid. and a stowke of haver vid.

[*To the Interrogatories*] . . .

i. . . . [*he is tenant of the Queen*] . . .

ii. . . . the housbandes of the parishinge of Hoton Cranswicke have hadd of the Priors officers of Watton every howse a id. for setting fourthe of there tiethe in stowke and yet have of Mrs. Netilton . . .

Ric. Wilson [*of Hutton Cranswick, where he has lived for 10 years*], 40 . . .

vi. . . . he beinge servant unto one Mr. Hyrskey of Watton which boundeth upon Hoton Cranswicke a boutte a xxx yeres sens dyd gather tieth for his Mr. within the parishinge of Hoton C. and at that tyme he dyd se the housbandes of Hutton C. set fourth there tiethe of wheate and rye in stowke and sens the tyme that he came to dwell at Hoton C. which is x yeres sens he haith knowen the same custome to have bene usyd . . .

vii. . . . in harvest tyme last past was twoo yeres he dyd gather the tieth corne for Mrs. Netiltens housband and he found in a place of the feld callid Wodron that Robt. Grundon hadd tithed his rye growinge of one lande there levinge the leventhe stowke for the tieth and taking tenne to hym self, and so dyd he tieth his wheate growinge of one lande in a parte of the felde called the Wandells . . .

viii. . . . [*agrees to prices as given by the last witness*] . . .

ix. . . . Robt. Grundon did leve in the feld many shaves of wheate rye barley and otes in the yere articulate lyeng on his lande but to what intent and purpose he cannot tell and he sayth that he cannot thinke yt was for tieth because it was not left in stowke accordinge to the custome . . .

[*To the Interrogatories*] . . .

i. . . [*he is a servant and domestic of Jane Netilton*] . . .

ii. . . by the space of this tenne yeres last past he haith knowen his Maister Netilton and his Maistres to have gyven every plough a id. yerely for setting fourthe there tiethe corne in stowke and he haith hard say of agyd men that the custome haith bene so tyme oute of mynde . . .

Martin Wyles [*of Hutton Cranswick, husbandman, 40*] . . .

vi. . . he dyd serve Mr. Wayde clerke late Vicar of Hooton Cranswicke xx of the xxvi yeres he haith dwelte in Hutton C. and thother v yeres he haith kepte housbandry in the same parishe by all which tyme he haith knowne the housbandmen of the parishe to have lefte and set furthe tieth of there wheate and rye in stowke and he by all the tyme that he haith occupied housbandry there haith tiethed his wheate and rye in stowke And further . . . xxviii yeres sens he was servaunte to the Prior of Watton proprietarie of the same tiethe and he was commaunded bie thofficers of Watton to helpe to gether the tieth corne at Hooton Cranswicke and he so dyd and at that tyme he founde the tieth of wheat and rye in stowke . . .

viii. . . . [*average price for the last three years*] . . . a stowke of wheate was worthe iis. . . . of rye ixd. . . . of barlye viiid. of haver vid. . . .

ix . . in harvest last Robt. Groundon dyd cast fourthe his teith of his wheate and rye and all other his corne in shaffe contrary to there custome and it dyd ly in the felde too yt [*i.e. it did lie in the field until it*] was lost, to what value or some the corne was he cannot tell . . .

[*To the Interrogatories*] . . .

i. . . . [*he is tenant of the Queen*] . . .

ii. . . this xxvi yeres he haith knowen that every housbande for every plough he hadd within the parishe . . haith hadd yerely id. for the setting fourth of there tieth corne in stulke of the Priors of Watton and the fermors of the same parsonage . . .

Anth. Gerrerde [*born at Hutton Cranswick, Holy water clerk, Aque baiulus*], 46 . . .

. . . [*agrees in substance with the last witness exactly, but not in form in detail. He is a tenant of the Queen*].

XXI.—R.As. 16/77.

A.D. 1554.

A small and imperfect file of two pieces only, but interesting from its reference to the "steward" of a nunnery. One of the pieces shows that the suit is actually one between the Rector of Beeford and a parishioner for tithe; the document contains a copy of the Acts of Court, describing the substitution of a proctor or counsel for Mr. Cuthbert Scott, the Rector, and the debate about the admission of Willm. Acklam as a witness; this is followed by the attestations of Acklam, which were signed by "Sir John Acklam, John Lund Curat and Richard Bosdon." The second piece is a copy of Acklam's attestations.

[*Latin*].

6 April A.D. 1554 in the Choir of the Church of Brandsburton before us John Dakyn and John Lunde Chaplain and Ric. Bosdon literate witnesses etc.

Sir Willm. Aclam Chaplain of Hornesay where he has dwelt for five years and previously at Donyngton for three years and before that time he dwelt at Nunkelinge in the diocese of York for fifteen years and before at Brandisburton for eight years and before at Skipsey for four years and before that time in the parish of Bridlington where he was born, aged 66, a witness sworn and examined says that he has known Mr. Scott for four years and Walter Fenwicke (the defendant) for fourteen years.

To the first article he says that it contains the truth because Mr. Scott is commonly reputed and held as Rector of Beforth amongst all in this neighbourhood so far as this examine ever heard during the time libellate.

To the second . . . the close of Sambriges is situated within the bounds and limits of the parish of Beforth and that he has heard from divers persons that Walter occupied and had that close with his animals during the time libellate and so occupies and has it at present.

To the third . . . the tithe of herbage of the close is worth by year 16d. but he says that he himself was steward of the house of nuns of Nunkelinge for ten years while he resided there and for all that time the prioress and nuns there held the same close in their own hands to their own uses and advantage and fed their own animals in the same and that this jurate in their name and by their command paid the tithe for the agistment of their said animals to Sir Chris. Canabie then Rector of Beforth viz. 6s. 10d. and not more yearly while he lived To whom succeeded Mr. Dr. Tesshe and Mr. Dr. Brandesbye in the said Rectory but this jurate paid nothing to them as he says for this tithe He says moreover that the prioress and convent of Nunkelinge demised the close to John Wren in the

year before the dissolution of the monastery for a certain farm which Joh. Wren paid for the tithe of the close to the then Rector of Beforth as he heard say.

XXII.—R.As. 20/25.

A.D. 1554.

Mr. Geo. Palmes, LL.D., Rector of Sutton on Derwent, against Fra. Blake, a parishioner.

The cause is for tithe of agistment, or use of herbage by horses or cattle, and the file gives much information relating to the agriculture of pasture land.

The file has the usual contents of Articles, Answers and Attestations, but there is an unusual feature of a list of parishioners divided as Husbandmen and Grassmen.

[*The Articles show that:*]

- i. Mr. Palmes has been Rector of Sutton for seven years.
- ii. From Michaelmas 1552 to Michaelmas 1553 Fra. Blake held at farm a close called Sutton Marshe, and with his animals used it or let it for agistment.
- iii. The Close is in Sutton parish, and the herbage of it is worth 40 li. which Blake ought to have paid as his year's rent.
- iv. Blake has refused to pay tithe of herbage.

[*The Third Article is expanded by Declaratory or Additional Articles, which state :*]

- i. All the inhabitants of Sutton when they had Sutton Marsh at farm used yearly between 18 April and 17 June in three turns by fortnights divided amongst themselves to depasture or eat that pasture with all their oxen horses and cows to the number of 300, 250 or 200 ; and from St. Peter's Chains to Martinmas with 90 animals, of which the occupier of the Manor of Sutton had 16 as his due and 4 for two horses, the Rector had 4, each keeper of a plough 2, and all the others called Gres Howse 1.
- ii. There are dwellings in Sutton, besides Cathwhate House, to the number of about 60, of which about 22 are Husbandhouses and the rest Greshouses.
- iii. The agistment of one beast from the Feast of St. Philip and St. James to Martinmas is worth from 6s. 8d. to 5s. 4d.

[*The Answers of Fra. Blake to these Articles*].

- i. . . . [*Admitted*] . . .
- ii. . . . at Oure Lady Day Thannunciacion last past was a twelve-monthe he dyd enter unto the pasture or close callid Sutton Marshe and the same haithe occupyed with his owne bestes eversens but whan he was lettyd by the water which was from Martynmas last past untill Law Sonday last past and convertyd the commoditie of the same pasture to his owne use ever sens.
- iii. . . . [*Denied*] . . .

iv. . . . he haith offeryd tithe for the pasture called Sutton Marshe unto Mr. Palmes viz. whether he wolde have the tiethe as yt renewyd upon the pasture or the shillinge penny of the rent which he payd for the same the sayd yere . . .

[*To the Additional Articles on Article III*].

i. . . . the inhabitantes of Sutton dyd occupie the marshe many yeres by past. [*Further examined*] whether the inhabitantes of Sutton dyd eate the marshe thryse betwixte the xvii day of Apriell and the xvii day of July with all there oxen horses and kyne iii tymes furthinge it a fortnight betweane every tyme [*he answers*] that he beleveth that they dyd eate yt twise or thrise betwixte the xvii day of Apriell and the xvii day of July and dyd fourthe yt betwene every tyme some tyme a fortnighte some tyme iii weekes and some tyme a monethe which eatinges was with all there cattall which he belevith were in numbre twoo hundred and a half and no mo. And further examined he sayth and belevith the latter parte of this posicion to be trew the inhabitantes then havinge in there handes the Marshe Hill which is now severed from the same marshe and not in this examimates tenure and occupacion.

ii. . . . the believes that theyr be so many housband houses and gresse howses in Sutton as Robert Smeton haith deposed and no moo.

iii. . . . a best gate is worthe xiid. and other aunswer he saith he will not gyve.

[*List of inhabitants of Sutton*].

Sutton uppon Darwent.

Husbandmen	Gressemen.
1. Robert Smeeton	John Reidshaw
2. Robert Raynald	John Patchett
3. Robert Cleeveland	Wyllm. Sanderson
4. Symon Steven	John Baxter
5. Wyllm. Cotes	Geo. Bovell
6. Wyllm. Mathewson	Thomas Feliskerk
7. Wyllm. Blyth	Wyllm. Raynald Alicia Wryght
8. John Yoong	Wyllm. Dyxson
9. Thomas Smyth	Wyllm. Yare
10. Wyllm. Huthom	John Hubie
11. Bryan Cruke	George Robynson
12. James Dymmer	Thomas Raynald
13. Wyllm. Clymwolde	Ryc. Hycson
14. Wyllm. Cleveland	Robt. Deshton Jo. Herrison
15. George Mettcalf	(blank) Oxton
16. Alan Robynson	John Dymner
17. Thomas Lovell	Wyllm. Lyth
18. Robert Addison	Mr. Thomas Oglesfelde

Husbandmen	Gressemen.
19. Wyllm. Kyllweke	Thomas Pynkus
20. Wyllm. Dymner	Alexander Clerk
21. John Attkynson	Ryc. Gawthroppe
22. Thomas Wayneman	an emptie howse wherin dwelte
except	23. Wyllm. Colbin
Aule Parsonagge	24. Ryc. Raynard
and Cathwayte	25. Wyllm. Alanson
	26. Thomas Esinwolde
	27. Steven Wray
	28. Wyllm. Westibie

[Attestations. 24 November 1554].

Joh. Flowere of Wheldrike aged 65, husbandman and mylnewright, [*where he has lived from his birth*] being distant from Sutton Marshe aboutt a myle and the Lordships of Wheldrike and Sutton Marshe cometh to gether salvinge for the watter of Darwent beinge betwene . . .

. . . from the feaste of Thannunciacion of oure Ladie was a twelmonth unto the feast of oure Ladie thannunciacion last past the harbage of Sutton Marshe was worth xii li. and more but howe moch more he cannot depose as he saith [*Asked the reason of his estimate*] . . . he knoweth the grounde and hath been in it some tyme by occasion of fishinge for it lieth upon Darwent banke, and sometyme upon other occasion . . . [*and gives a similar estimate for the present year*] . . .

Ric. Hessill [*of Wodhouse in the parish of Sutton upon Darwent husbandman, where he has lived for four years, cannot depose concerning the value of the herbage*], "for he saith he never harde one neghbourne nor other common [*i.e. Comment*] of the valor therof . . . "

Peter Beverley [*of Wheldrike husbandman aged 40*], . . . [*attests in general as Flowere*] . . . he hath knowne Sutton Marshe solonge as he dwelte at Wheldrike and sometyme hath been in it and some tyme over enense it and so hath often tymes sene it and hath sene by his estimacion iiii or fyve hundreth cattell in it at ons . . .

Willm. Thomlynson of Watterhouses in the parish of Wheldrike . . . husbandman, aged 57, . . . the harbage of Sutton Marshe hath been worth thes ii somers last past xii li. either yere and more and everie man that were able to occupie it wold give xii li. for it by yere; and he saith that it was able either of the said yeres to bere thre score hede of cattell and mo, but what the geaste of everie beaste was worth ther he cannot depose; and he saith that before thes ii yeres last every husbandman in Sutton was accustomed to put in ii cattell in the said ground and everie grasse house one beast at Lambmes the which were fede in the saide grounde . . .

29 Nov. 1554.

Ds. Chris. Hustler [*priest of Sutton upon Darwent, aged 32*], . . .

. . . hath been oftentimes in the marsh both the last sommer and this summer by past and hath sene the pastoryng at the leaste an hundreth hede of cattell and he saith further that he hath harde commonly said emonges the neghboures of Sutton that Francys Blaike wold not geast one beast ther for fyve shillinges and he saith that he hath harde diverse neighbours therabouttes saye that they wold have been glade to have geven a crowne for the geast of a best ther from Sancte Elenmes to Lammes but that Francys Blaike wold lett none for so litle and he saith it is a verie battell grownd and that it was not overflowed with watter that did it any hurte this iii yeres last frome Sancte Elenmase to Lames for this deponent hath been curate at Sutton and knowne the same solonge. And forther he saith that in tymes by past before Mr. Eglesfeld did take the same marshe frome the inhabitante of Sutton it was used frome Lambmes to Martynmes that everie husbandman of the towne as he hath harde saye hath putt in ii cattell for fattinge and everie gresse man one, and he that hade no fattinge cattell to putt in, to lett ther parte to other of there neighbours and to take geaste for the same, And Francys Blaike hath for the tyme of his occupacion used to putt in moch cattell to pasture in the [*Marsh*] frome Lambmes to Martynmas and also in the springe tyme to put in shepe which wold be good motton before Sancte Elenmes . . . he extemeth the harbarge of the Marshe for the tyme of thes towe yeres by past hath been worth everie yere xxx li. and he saith that everie man beinge hable to occupie the same wold give so moche for it yerlie for the tyme to come in case he were suer to have as good yeres in tyme to come as thes ii yeres by past have been . . . he hath harde the neighbours of Sutton say and wishe that they might have it as they have hadde it for xx li. a yere . . .

[*To the Additional Articles*].

ii. . . . ther is xlii dwellinge houses besides a house that is plucke downe and besides the Hall and Parsonnage and Cathwate House, and he saith that xv of theme hath been husbandries besides the Hall Parsonage and Cathwate House, and the rest were gresse houses.

iii. . . . he hyme self wold give frome Sancte Elenmes to Martynmes vs. at the lest if he hade cattell to put to geast and he thinkes also that all neighbours therabouttes wold give asmoch for so moch gaittes as they stode in nede of for ther kie.

iv. . . . Mr. Geo. Palmes and Willm. Babthorpe Esquire and Frauncys Blaike went all to gether throughe the South Wood and this respondent with other of ther servantes followed theme aboutes Sommer last was a twelmonth as he remembreth when and wher he hard Mr. Willm. Babthorpe say to Mr. Palmes in this manner Whie Unckle youre tith gaynes of Sutton Marsh wilbe better to

youe than ever for it will be three poundes in the yere if Francys Blaike give xxx li. in the yere for it, the said Francys Blaike ridinge and all the rest goinge on fote.

Brian Crooke [*of Sutton upon Derwent husbandman, aged 34, gives the like evidence on the Articles. On the additional Articles he says*] . . .

i., ii. . . . immediatlie above towe yeres by past the tenantes of Sutton for all the tyme of his dwellinge and beinge married which is by the space of tenne yeres did occupie and eate the grounde called Marshe thrise or else twice betwixte Sancte Elenmes and Lambmes for all the cattell salvinge shepe and swyne and frome Lambmes to Martynmes everie husband in the towne of Sutton hade ii cattell in it everie grasse house one beast and the Hall xx beastes the Parsonage foure beastes, and all these commonlie were fede for fate catell betwixte Lambmes and Martynmes, and if any man or woman dwellinge in a gresse house havinge no cattell to put on it wold let his or here gate betwixte Lambmes and Martynmes for iis. or iis. viiid. and he saith it was then no less worth, and now he saith by reason that grisse is moch dearer then it was ther is moch more worth . . . he exteameth the harbage therof to be more in value yerlie betwixt Sancte Elenmes and Lambmes then it is betwixt Lambmes and Martynmes . . . ther was at towe yere by past with Cathwate House xxiii husbande houses in Sutton besides the Hall and Parsonnadge, and thirtie gresse houses, and he saith that when the towneshipe hade it in ther handes it was depast thrise or twice at the lest betwixte the fest of Sancte Elen to Lambmes and he thinkes at the least ther was thre hundreth hede of cattell in it, for he hyme self hath hade xxx cattell in it at ons beinge but a meane husbände.

iii. . . . he beleveth that the geast of a beast in Sutton Marshe frome Sancte Elenmes to Martynmes is worth vis. viiid. yerelie, and so he wold gyve hyme self and he thinkes all his neighbours wold gyve soo . . . it is able to beare an hundreth heade of cattell frome Sancte Elenmes to Martynmes and he saith that he haith seen Frauncys Blaike have in it at one tyme seven score or nere therunto and fede theme and after some of them were fed solde theme and broght in other to fede, and he saith that [*there*] is not a more batiller grounde for the quantytie of it in the Northe Partes as he beleveth . . .

iv. . . . [*he repeats the story of the Babthorpe-Palmes conversation*] . . .

Joh. Barthus of Storthwaite [*distant from Sutton Marsh about a mile, aged 40, housbondman*] . . .

. . . the herbage of Sutton Marshe takinge one yere with an other and to stand at the daunger thereof is worthe x li. and by that price he wold gladly have the same yerely and abyde the daunger and he belevith that his neighbours wold gyve somuche . . . he haith taken of one of the inhabitantes there some yeres the gate

of one best betwixt the feastes afforesaid and haith payd unto hym of whome he hadd the same iis. for his beste pasture and that he thought yt so well worthe And he saythe that betwene Sancte Helynmasse and Lammas a best gate was not worthe so muche by a grote althoughe the inhabitantes kepte the same stynt as before but it was worthe xxd. . . .

[*Robt. Robson of Storthwate, husbandman, aged 30, gave the like evidence*].

5 December 1554.

Robt. Smeton [*of Sutton on Derwent, servant of Mr. Joh. Eglesfeld Lord of Sutton Marshe at which Sutton he hath dwelte thes xx yeres last past, aged 34*] . . . he thinkes and beleveth that Sutton Marshe is well worth fyve markes by yere and better and howe moch better he cannot depose, yet when a xi nobles is laid to his chardge he confeseth it worth xi nobles by yere, and he thinkes it is not worth to hyme x li. by yere because he standes no nede of it, but what it is worth of other mens money he saith he cannot depose and what rente Francys Blaike paith for it yerlie he saith he cannot depose . . .

. . . the inhabitantes of Sutton did occupie the Marshe by many yeres late by past and in the tyme of ther occupacion he saith they did eate it twise betwixte Sancte Elenmes and Lambmes with all ther cattell to the nombre as he thinkes of towe hundrethe or there abouttes, and then they used to spare, or furth it, a fourtenyghe and they did use betwene Lambmes and Martynmes that everie husbande in Sutton should putt in the marshe towe cattell and everie cottage one beast and Mr. Egelsfeld his Mr. hade xx cattell Mr. Parson foure beastes which they called ther fate gattes and he saith that the cattell wold be reasonably fede in the said grounde the said tyme . . .

Thos. Wayneman [*of Sutton, where he has lived for 20 years and above, housbandman, aged 60*] . . .

. . . he and other his neighboures inhabitantes of Sutton hadd the pasture in ferme for fyve markes yerely in many yeres by past and now yt is taken from them, And yet rather than yt should have bene taken from them he and his neighboures wold have gyven xx markes for yt and he saith that he haith hard his neighboures say soo. Yet he dothe not exteme the grounde to be so muche worthe of every mans money but only to be worth xii markes of every mans money . . .

Alan Robinson [*of Sutton, housbandman, where he has lived for 30 years, aged 40*] . . .

. . . the Marshe is well worthe fyve markes that yere that the water kepith fourthe of yt, and yf the water do chaunce to come into yt

at St. Helynmas and stande in yt but a while that that yere yt is not worthe fyve markes . . .

. . . betwene Lammas and Martinmas the inhabitantes of Sutton dyd eate the Marshe with foure score heade of fattinge cattell and aboute tenne odd but now it will bere lesse by xx hede because the Marshe Hill is taken frome yt and yf the cattell were any thinge fleshed the cattall wold mende well and the watter held downe which yt dyd thes twoo yeres last by past And he sayth that he haithe taken and letten one of the gates within the towne for xxd. the gyst and that yt so was worthe yf the watter held downe And that often men wold have gyven for suche a gate xvid. but that they have suche an orther in there Courte that they may not let yt . . .

8 Dec. 1554.

[*Joh. Mathewson of Sutton, where he has lived from his birth, husbandman, aged 50, gave similar evidence*].

Thos. Esyngwold [*of Sutton, where he has lived from his birth, husbandman, aged 60*] . . .

. . . the towneship of Sutton ever since he may remember hathe hade the occupation of the Marshe salvinge abouttes thre or iiii yeres that one Laurence Eglesfeld kepe the same frome theme and thes ii yeres last by past that Francys Bliake occupied it and he saith that betwixt a sevennet next before Sancte Elenmes unto abouttes sexe wekes next before Martynmes . . . (etc. as above) . . .

[*Two other witnesses gave evidence almost identical with the above; they were: Simon Stephen of Sutton, where he had lived for 20 years, husbandman and tenant of Mr. Joh. Eglesfeld, aged 46, and Willm. Coittes of Sutton, husbandman, aged 30, who was born in Sutton and had continued there ever since.*]

Nich. Mathewson of Sutton, husbandman, aged 20 [*had lived in Sutton ever since he was born*] . . .

. . . thinkes in his conscience that the geaste of a beaste in the Marshe frome Sancte Elenmes to Martynmes is worth fyve shillinges and he saith that Frauncys Blaike this last yere put in at the begynnyng of the yere viz. at Sancte Elenmes xxx shepe x oxen and x stottes and xx kie into the Marshe and when he putt forth the shepe and cattell salvinge such as were jested ther and spared it a litle space he put in agayne xxxiii cattell in the Marshe whiche wente ther to Martynmas last and he saith that the jest of a beast that hath goen with Blaike cattell and taken furth with theme and put in with theme was worthe vs. a beaste frome Sancte Elenmes to Martynmes . . . he never nomered the cattell in the close otherwise then he hath before deposed nor ever maid any booke therof.

XXIII.—R.As. 9/5.

A.D. 1554/5.

Arthur Dakyns and Willm. Levett as farmers of the Rectory of Harwood against Ric. Nawtt and Randall Snowden. The file is for the defence.

Tithe in Gawkethorpe Park in the Parish of Harwood, the inheritance of Sir William Gascoigne.

Part of the suit turned on an allegation that the Park was old inclosure.

[*Articles. Mutilated in the first few lines. Translation*].

i. . . . within the vill or parish of Herwood time out of mind of man there was and there is a manor commonly called Gawthropp Hauill and a Park adjoining the same called Gawthropp Parke which manor and Park are the proper lands and inheritance of Sir William Gascoing Kt. . . . and the lands farms and fields which Nawtt and Snowden have occupied were and are part and parcel of the Park and manor

ii. . . . all and singular the tithes confessed by Nawtt and Snowden and sought by Dakyns and Levett grew in the said lands etc. . . . within Gawthropp Parke

iii. . . . the use in the parish of Harwood was and is that the lords proprietors or occupiers of the manor of Gawthroppe Hauill and Gawthropp Parke paid and ought to pay yearly to the Church of Harwood and the Rectors or proprietors of the same and their deputies 13s. 4d. by the name of a stint for all tithes

iv. . . . the said sum of 13s. 4d. according to custom was paid yearly to the Rectors etc. for the last 60 years by the lords or proprietors of the manor of Gauthrop for the tithes and the Rectors etc. by custom received the tithes in coined money and not in the things themselves

[*Attestations*].

[*Examined before Mr. Dakyn, the last day of January 1554*].

Launcelot Potte of Kirkibe Overblauers parishe clerke, aged about 67

[*The first Article is true of his sure knowledge*] for he was brought up at Gawkethorpe Hall when he was a childe and hath knowne the Parke as it is nowe inclosed and payled belonge to the Hall sence he may remembre and he saith he may well remembre 58 yeres and he saith that the groundes the which Nawte and Snawden doth occupie are part and parcell of the Parke and within the same and belong to the same Hall.

[*Third Article*] the custome is as is articulate for he abouttes xlvii yeres did dwell with one Sir James Thornbare proctor of Harwod Church and receyved xiiis. iiid. at Easter tyme of Sir Willm. Gascoigne knyght nowe decessed in full recompens of all the tythes renewinge within the grounde and he saith that he receyved the some of xiiis. iiid. vii severall tymes before the Lorde Darcie went to Scales Males and he saith that he went with Lorde Darcie to

Scales Males and he saith he paid the same to the proctor, and also he hath seen the proctor receyve the some hymself divers tymes and never demaunded more and he further saith that he wente unto Fraunce with Kinge Henrie theght at such tyme as Floden Feld was and ther contynued at Turney seven yeres and then returned home and dwelte with Sir Willm. Gascoigne at Gawkthorpe xiiii yeres and he se Sir Willm. Gascoigne pay the some of xiiis. iiid. to the vicare of Harwod now beinge the proctor of Harwode and he saith that he never knewe any other some demaunded sence he may remember unto the begynnyng of this sewte.

Ric. Robynson [*of Kirkbie Overblawes yoman aged 60 and over*] . . . [*Articles 1 and 2*] . . . "fiftie yeres sence he lerned at Scole at Harwode with one Sir Robert Huddleston wher Sir Willm. Gascoigne also lerned and he diverse tymes did go to Gawkethorpe Hall and knewe and se the Parke payled as it is at this instant belonginge to the manor called Gawkethorpe Hall which was then the landes of Sir Willm. Gascoigne deceased and now the propre landes and enheritance of Sir Willm. Gascoigne of Cusforthe of the parishe of Sprodburghe and the ground which is now in traverse lieth within the Parke.

[*Article 3*] . . . as by last witness, except that he adds, after the evidence of the payment of 13s. 4d. . . . he was in service with Sir Willm. Gascoigne after Broune Felde xiiii yeres and divers tymes he se the some paid and receyved . . .

[*Joh. Pye of Werdley in the parish of Harwod husbandman aged 88, and Ric. Wilkynson of Esckeswike in the parish of Harwod wher he was born, aged 72, attested similarly as to the payments.*]

Joh. Elles [*of Ardington distant one mile from Gawkethorpe Hall or less, where he was born and remained from his birth husbandman aged 60* . . .]

. . . hath harde olde Sir Willm. Gascoigne now deceased say that he paid 13s. 4d. to the prokter of Harwod for all the tithes . . . within the parke . . . One tyme he harde Mr. Marmaduke Gascoigne which was sone to the said Sir Willm. Gascoigne deceased saye that he paid the some of 13s. 4d. to the prokter of Harwod by his father commaundement . . .

Ric. Hutchynson [*of Wardley in Harwood parish husbandman aged about 49*].

. . . hath knowne the same manor this xl yeres and he saith that the parke hath been pailed abouttes as it is at this instant sence he may remembre which was brought upe within a quarter of a myle of the same sence Floden Feld . . . he hath harde diverse tymes abouttes xxx yeres sence many saye that the custome was as is articulate and he hyme self hath commed to theme which toke the rekenyng of the tithes at Easter in Harwod Church and when

he declared that he hade any kie which renewed in Gawkethorpe Parke he that receyved and toke the reckenyng for the tith wold not receyve any thinge for the kie which renewed in the parke by reason he said it was stynted and that Sir Willm. Gascoigne paid 13s. 4d. in money for all that renewed within the parke yerelie and he hath harde the same answeere geven to diverse other which hade any kie renewinge ther and he hath harde say that ther was paid yerlie likewise in money to the parson of Addill in recompence of all such tithes as renewed and growed within the parke called Gawkethorpe Parke opon Blake Mondaye 10s. . . .

[*Another witness ; the name and the first four lines of the attestation are lost*] . . . there is a haull within the parishe called Gawkethorpe Hall which apperteneth to Sir Willm. Gascoigne . . . and the parke jonyng to the same called Gawkethorpe Parke parte is the propre landes of Sir Willm. Gascoigne and parte he hath for his farme payinge to Mr. Fuller which hath purchased the parsonage of Harwod by a lece which Sir Willm. Gascoigne his father toke therof and a nother parte of the parke belongid to the nonerie of Synnyngthwate nowe appartenynge to the kyng and quene his highnes and a nother parcell therof Sir Willm. Gascoigne his father had by exchange of Mr. Franke and other . . . parte of the grounde which Nawte and Snawden doth occupie is the propre land appertenynge to Gawkethorpe Hall and parte therof the said (? Willm.) Gascoigne hath but by leace which his father had of Bolton Abbey . . .

[*Three other witnesses appeared, who gave the same evidence ; they were Humphrey Mawe of Keswyke husbandman aged about 66, who said that he*] . . . was borne within the towneship of Harwodde where he hath contynued and dwelt ever sence he was borne . . . ; [*Joh. Fletcher of Harwodde inholder aged 60 . . . he*] was borne and broughte up within the towne of Harwodde and haith contynued there thies xl yeres nowe by past . . . ; his father called John Fletcher was keper of the tieth book of the parishe of Harwodde aboute 60 yeres sence for one Sir James Thornbarghe then parson there . . . ; [*and Robt. Backhouse of Harwodde Gresseman aged about 60*] who . . . haith been an inhabitor at Harwode ever sence he was borne except for a yere or two . . .

[*The attestations are incomplete ; there is no sentence on the file*].

XXIV.—R.As. 24/6.

A.D. 1555.

Ralph Rychardson and Chas. Haull against Ds. Joh. Rogers, Vicar of Hornsey.

The file is entirely for the cause of the Vicar in defence.

The subject here is extremely unusual ; indeed, no other instance has been found of a payment for the upkeep of piers or a harbour. In this case, the maintenance of the harbour fell upon St. Mary's Abbey, York, as lords of Hornsey. The Attestations here, although brief, are of unusual interest, from the evidence given relating to the Abbey, in two cases by persons who had a close acquaintance with the monastery.

[*Articles of Exception in defence on the part of the Vicar of Hornsey*].
[*Mainly Latin*].

i. . . . the said Cadolles or dolles with which the party of Ralph and Charles are concerned is not a tithe of fish taken by the defendant nor does the party libelling [*i.e. the prosecution*] act for any tithes of fish nor in the name of tithes as appears more evidently from their own libel, but the prosecution intends that the tithe of fish taken both by the defendant in the sea as by other parishioners of the parish of Hornsey ought to be paid over and above the Cadolles or Dolles.

ii. . . . the Abbey and Convent of the late monastery of St. Mary, York, were at the time of the dissolution of the same and from time of memory before not only Rectors or proprietors of the parish Church of Hornsey but also lords and proprietors “viz. lordes and owners” of the town of Hornsey and also of Hornsey Beke and Hornsey Key and undertook during the whole of that time the burden of the repair and maintenance of the same Hornsey Key.

iii. . . . the said Key of Hornsey about thirty or forty years ago was once and again in great ruin and the Abbot and Convent being lords as aforesaid of the Key put off the repair of the same for a long time apparently on account of the great expense necessary to be made in the repair thereof.

iv. . . . the said ruin of the Key was harmful and no small prejudice to the fishermen of the parish who were accustomed to fish in the sea.

v. . . . the fishermen of the parish who were accustomed to fish in the sea to avoid this prejudice to themselves arising from this ruin and that they might the more move and spur on the Abbot and Convent to the repair of the Key for certain years then next following and now spent of their own free will promised to the Abbot and Convent and to their proctors and deputies these Dolles or Cadolles of which mention is made in the libel of the prosecution viz. “a mans ryght of fyshe of every shypp of the parishe belonging resortinge to the sayd Key for every tyme that the sayd shypp and goeth furthe a fysshynge” and so these Dolles or Cadolles are not an ecclesiastical right nor ever were but a temporal right and ended by lapse of the said years . . .

[*Interrogatories on behalf of the Vicar of Hornsey, the defendant*].

[*First let each witness be asked*] wether the Abbot and Convent of Saint Maryes of Yorke in tyme of the sayd Abbay standyng were lordes of Hornsey Key yea or no.

[*Also let each witness be asked*] wether the doles demaunded be called Key Dolles yea or no.

. . . wether he do know or have hard tell that the sayd Dolles have ben geven to the Abbot of Saint Maryes towards reparacion and mendyng of the sayd Hornsey Key yea or no.

. . . wether he do know or have hard tell that the sayd holl Doles have bene geven to the Abbot toward reparacion and mendyng of the Key at any tyme And wether they have knowne or hard tell that at a nother tyme half a doll hath bene geven to the Abbot for and toward the mendyng and reparacion of the Key yea or nay.

. . . wether they know or have hard tell that they wich at any tyme dyd give the sayd dolles or haulf doles dyd besyddes that pay the tythe of ther fysh yea or no.

[Attestations on the part of the Vicar of Hornsey].

[Witnesses examined by Mr. Joh. Rokeby, 8 July 1555].

Ds. Guy Kelsay clerk of Holtebie, aged 63 . . .

. . . *[on all points, "cannot depose"]* . . .

13 July 1555.

Jas. Ashburne of Hornesey Becke, aged 39 . . .

. . . *[could not depose on anything material]* . . .

Ds. Ric. Watson alias Smyth, clerk, Rector of Halsham, aged 56 . . .
 . . . he haith herde of his Bretherne of the late monasterye of Sainte Maries saye that about xxx yeres sence there was half a doole granted of the masters and owners of the shipps lyinge at Hornesey Key to the Abbot and Convent of St. Maries towards the reparacion and mendinge of the Key but whither it were graunted for yeres or for ever he cannot depose.

20 July 1555.

Ds. John Thompson alias Yorke, Curate of the parish Church of St. Michael le Belfry, aged 60 . . .

. . . he was presente with Abbot Whalley aboute xxx yeres sence at Hornesey . . . and herde when thinhabitantes of Hornesey and Hornesey Beck graunted to the Abbot a certeyn thinge, and as he nowe remembreth yt was either by the name of a dole or half a dole, but whither of them yt was he cannot tell, towards the reparacion and upholding of Hornesey Keye and also whether yt was graunted for yeres or for ever he cannot tell.

Included in this file is a paper of attestations relating to another suit between Rogers and Hall, concerned with the tithe of pigs in Hornesey. The date is also 1555, and the witnesses are the same as in the previous suit. There is little for particular notice.

Ds. Ric. Watson alias Smyth Rector of Halsham . . .

. . . the parsonage and all the groundes belonginge the same in the Abbey tyme and at the dissolucion of the same Abbey were free and never paid any tiethes chaunsynge of any groundes belonginge the sayd parsonage of his certeyn knowlege, for he was one of the monkes of the monastery and Master of the manors and used to go at certeyn tymes aboute xviii yeres ago to Hornesey and see the Keye at Horneseye and pay the workemen for workynge of the same by the space of two yeres . . .

XXV.—R.VII.G. 3132.

A.D. 1555.

James Wilcoke, farmer of corn, sheaf and hay in the hamlets of Thorpe Awdelyn and Rogerthorppe in the parish of Badisworth, against Robt. Frost of Rogerthorppe.

The suit has as a main feature the question whether payment of tithe of hay should be in kind or in money.

1. [*Articles for the prosecution. Latin*].

- i. . . . James Wilcoke has been and is for the last five years farmer of the tithes of grain sheaf and hay within the limits and tithable places of the vills or hamlets of Thorppe Awdelyn and Rogerthorppe of the parish of Badisworth . . . in quiet possession of the same, and commonly so taken there . . .
- ii. Robt. Frost in the months of June to October in the years 1551, 1552, 1553 and 1554 cut and converted to his own use hay to the quantity of 80 wainloads within the bounds of Rogerthorppe . . .
- iii. . . . the value of each wainload of such hay was and is 10s.
- iv. . . . Frost has refused to pay tithe, and is of the jurisdiction of the Court . . .

2. [*The Answers of Robt. Frost to these Articles*].

- ii. . . . he hade one yere with an other every of the yeres articulate xxvi loodes of haie . . . in Rogerthorppe . . .
- iii. . . . he believes a lode of haie to be worth vs. and not more where he dwelleth . . .
- iv. . . . Wilcoke haith demaunded payment of the premisses of this examinate and he refused to paye him otherwise then iis. viiid. in money for the tieth haie of all his groundes growinge within his ferme called Rogerthorpp within the parishe of Badesworth, according to the auncient custome which iis. viiid. he offerid to pay unto Wilcoke yerelie and he refused to taik the same . . .

3. [*Counter Articles for Robt. Frost. Mainly Latin*].

- i. . . . for eleven years he has been and now is farmer or occupier of the house called Rogerthorpp, and of all lands belonging to the house . . .
- ii. . . . the whole of the hay libellate grew in the lands of the same house . . .
- iii. . . . by use and laudable custome of the parish time out of memory of man the farmers of Rogerthorpp have paid and ought to pay to God and the Church aforesaid and to the Rector of the same or his farmer yearly for all tithes of hay from the lands of the house called Rogerthorpp 2s. 8d. in full satisfaction of the tithes of hay to the Rectors and their farmers, with their knowledge and permission . . .
- iv. . . . the Rectors and their farmers had the tithes of hay from the lands of Rogerthorpp in coined money and not in the substantial things themselves viz. 2s. 8d. each year, nor can the prosecution prove one single payment of the tithes of hay from those grounds in hay itself . . .

v. . . . Robt. Frost the fyrst yere that he entred into the farme or farmehould called Rogerthorp which was about xii yeres last past he then being ignoraunt of the custome wold have sett furth left and payd the tyth of the hay growing within the said groundes . . . and James Wilcoke then being fermor of all corne and hay growing . . . within the farmehould groundes and landes sayd and declared unto Robert that the custome was ther to pay the tythe of the hay in money and not in hay viz. iis. viiid. yerely . . . and sayd further that he wold never breake the custome so long as he was fermor ther And that he was and wold be contented to receyve the mony accordinge to the custome And after the premisses accordinge to the custome he receyved of Robert for the fyrst yere and ii, iii or iiiii yeres next after folowing for the tythe of the hay iis. viiid. every yere, Which Robert was and is ready to pay as tithe of the hay . . .

4. [*Answers by Wilcoke to these Counter-Articles, especially Article 5*].

v. . . . he never declared to Robt. Frost that the custome was to paye iis. viiid. for tieth of hay renewinge on the fermeholde specified in this matter And further saieth that he belevyth that he never agreed or consented to taik iis. viiid. accordinge to any suche custome as is pretended ; Nevertheles he saithe that aboute xii yeres sence he being fermor of tieth corne and haye did agree to take iis. viiid. of Robt. Froste for the same tieth forsomoche as Robt. Frost occupied himself for the space of thre yeres then next folowing in consideracion of a certeyn close which Robt. Frost then gentlie did suffer and let this respondent occupie and have of him in ferme And ferther this respondent saithe that he recevid even the verey tith hay there of before the said agreament.

5. [*Sentence, dated 12 Nov. 1555*].

Verdict for Wilcoke the prosecutor. Frost condemned to pay 10 wain loads of hay for (? each of) the four years libellate, at 5s. a load, and to pay taxed costs.

XXVI.—R.VII.G. 612, 625, 638 and 671.

A.D. 1556.

Robt. Rosse of Ingmanthorp against various defendants of the parish of Farneham near Knaresbrough. This parish was then in the Diocese of Chester. Parts of the files against four defendants are found in the above numbers ; a further file, G. VII. 584, completes the record, but adds nothing to those used here.

The suit is for dues and offerings which ought to be paid by parishioners to their incumbent, and particularly for the "night wake". No other file has been found which refers to this custom, which yet was probably of wide distribution in the North. It is not necessary to give the whole of each file, as there is much repetition. The actual form of the documents suggests that the causes were heard very closely together ; the Interrogatories are all on one piece of paper, for all the four defendants.

G. 612.

[*Articles for Robt. Rosse against Walt. Thorpp of Scotton in the parish of Farneham and Diocese of Chester. Partly Latin*].

i. Mr. Robt. Rosse for three years was and yet is farmer of the Rectory of the parish Church of Farneham with all its rights etc.

ii. By Injunctions and proclamations of King Henry VIII late deceased it was provided that there should be in each year four days of offerings viz. the Nativity of St. John Baptist, Michaelmas, Christmas and Easter, . . . and that every parishoner being bound by the lawes or custome of the Realme of Englaund to pay offer and make his and their offrings shuld frome thencefurthe offer pay and make at every of the offering dayes for his oblacion and offringe as much as he was bounde or used or accustomed to offer make and pay befor the makinge and publicacion of the sayd Injunctions or proclamacions.

iii. . . . by Act of Parliament in ii and iii Edward VI late King of England it was provided that all and every persone and persones which by the lawes and customes of this Realme ought to make or pay offrings shuld yerely frome thencefurth well and trewly content and pay his or their offrings to the parson vicar proprietary or ther deputyes or fermors of the parish or parishes wher it shall fortune or happen hime or theime to dwell or abyde And that at suche iiij offering dayes as at any tyme heartofor wythin the space of iiij yeares last past had beine accustomed and used . . . and in defalt therof to pay ther offrings at Easter next folowinge.

iv. . . . by the use of the parish . . . beyond time of man's memory it has been observed ther was and hayth beine iiij offringe dayes used . . . at the which . . . every maryed man and woman being xii year ould or more have used to offer and wer bound and ar bound by the customes and law to make theyr offrings and that every one of the inhabitantes and parishoners of the parishe being a married mane that hath beine a maryed mane have used to pay and make his owne and hys wyff offrings . . . at every of the offringe dayes for hime and his wyff id. viz. ob. for his owne offringe and ob. for his wyffes offringe.

v. . . . in the parishe of Farneham the custom time out of mind has been and is to yeld gyve and pay to the Parson of the Church or unto his deput iiij. for and in the name of one oblacion or dewty of Holy Church commonly called the night wake of every persone dead body or dead corse of and within the parishe . . .

vi. . . . by common law and by the Provincial Constitutions and those of Canterbury and also by custom of the parish during the same time the said sum of iiij. for the night wake was paid to God the parish Church and the Rectors of the same or their deputies as follows : every maryed mane of the parishe to gyve and pay iiij. for the dead body dead corse or night wake of his wyf and iiij. for the dead bodye . . . of every one of his children . . .

vii. . . . Walt. Thorpp for the last three years had a wife and had a daughter who died about a year ago . . .

viii. . . . Walt. Thorpp has not paid the dues for himself or his wife in the years 1554, 1555 or 1556, nor the 4d. due for the night wake or dead corse of his daughter, and has refused to pay . . .

[*Answers of Walt. Thorpp . . . 14 Nov. 1556*].

i. . . . [*untrue*] . . .

ii., iii. . . . [*refers himself to the Injunctions etc.*] . . .

iv. . . . before a statute was made in the reigne of Kinge Henrie theght everie one that receyved there rightes did paye at thre offringe dayes everie one a halfpenny and sence the statute was maide everie one of theme that receyved there rightes did paye at everie of the foure offringe dayes one halfpenny or iid. for the same at Easter . . .

vi. . . . [*untrue*] . . . for this xiiii yeres he hath been a parishoner of the parishe and did never knowe any suche custome paide within the parishe the said tyme . . .

vi. and vii. . . . [*admitted*] . . .

viii. . . . he hath paid his holl oblacions to Mr. Walt. Pullan who he beleveth hath right therto the tyme articulate and he saith he beleveth the reste of the article not to be trewe in any parte therof.

R.VII.G. 625.

Articles identically the same as in the last, except that the defendant's name is Ninian Pulleyne of Farneham, and Article vii alleges that he has been married for three years and had a son named Willm. Pulleyne who died about a year ago.

[*Answers of Ninian Pullan of Scotton. 14 Nov. 1556*].

i. . . . [*admitted*].

ii. and iii. . . . [*untrue*].

iv. . . . [*as iv. in Thorpp's answers*].

v. and vi. . . . [*untrue*].

vii. . . . [*admitted*].

viii. . . . [*as viii in Thorpp*].

[*Interrogatories on behalf of all four of the defendants*].

Although each set of Interrogatories has a separate heading, the questions are identically the same in each case, except that the copy of the last set breaks off after Question 4. The defendants, in the order given, were : Ninian Pullan, Walt. Thorpe, Willm. Dickson and Robt. Dickson.

. . . for Ninian Pullan against the witnesses for Robt. Rosse Esq.

i. Every witness who seeks to depose that Robt. Rosse was or is farmer, is to be asked from whom he leased the farm.

ii. When and how he leased it ?

iii. Who were present at the time of the lease ?

- iv. What sum he must pay yearly for the farm, to whom, and at what time or times of the year?
- v. If he paid any sum for entrance, and if he say Yea, what sum, and in what kind of money?
- vi. If any witness seeks to depose of the custom, how long has he known the custom?
- vii. By whom or through whom was that custom introduced?
- viii. How often and when has he known the acts from which the custom is introduced to be frequented, and by whom? The names and surnames of those so frequenting, the time, and the place?
- ix. On every point, the reason of his knowledge?
- x. Concerning the other circumstances which might weaken the mind of the Judge examining?

VII.G. 638.

[*The case against Robt. Dyckeson. Date as above.*]

[*The Articles . . . exactly as before, except . . .*]

vii. . . . Robt. Dyckeson has been married for three years; his wife named Margaret Dixson died about the Feast of the Assumption last.

[*The Answers of R. Dickson.*]

[*Generally, as in previous Answers, except . . .*]

iv. . . . this xvi yeres he may well remembre and that tyme the custome hath been within the parishe of Farneham that everie man paid for hyme and his wif at Easter for ther oblacions iiid. and sence the makinge of a statute in Kinge Henrie theght dayes he beleveth the said custome and usage was observed and before that tyme he beleveth the custome was within the parishe that everie man and wif at everie of thre offringe dayes did offer a pennye.

viii. . . . he hath paid his oblacions due at the tymes articulate for hyme and for his wif to Mr. Walt. Pullan who he thinkes hath righte therunto And he thinkes he ought to pay nothings nor hath paid nothings for no nyght wakes.

VII.G. 671.

2 Dec. 1556.

[*Attestations*].

Joh. Tunstall of Farneham in the Diocese of Chester, husbandman . . .

i. . . . Mr. Rosse and one Mr. Thos. Slingsby nowe decessed dyd enter to gethers to the parsonage abowtes seven yeres sence by force of a lece that they tooke to gether of one Mr. Hussey whiche dyd dwell at Bevall in Nottingham shire and ever sence that tyme Mr. Rosse haythe bene farmer of the half parsonage and half of all the tyethes and commodyties to the parsonage belonginge and so hayth bene reputed and tayken ever sence and in possession accordingle and he saythe Mr. Thos. Slingsbye in his lyf tyme dyd gyve all

his right and intereste that he had in the parsonage and tyethes to Mr. Fra. Slingsby hys eldest sonne who solde the same to Barnarde Bykerdyke of Farnam the whiche Barnarde sold his right tytle and interest of the same to Mayster Robt. Rosse aboutes ii yeres sence sence which tyme Mr. Rosse hayth bene farmer of the parsonage wyth all tyethes and rightes . . . and hayth receyved ii yeres cropp of the same . . . this deponent hayth sene the lease which Mr. Rosse and Mr. Slingsbye dyd tayke of Mr. Hussey to gethers of the parsonage abowtes ii yeres sence in Mr. Crosse handes . . .

. . . duringe xiiii yeres last this deponent sayth he may well remember that he hayth paid his oblacions at iiii offeringe dayes to the farmers of the parsonage or els he paid at Easter iid. for the iiii offeringe dayes and lykewise he hayth sene Richerde Bikerdyke parson Ric. Owram and the moste parte of the parishe paye accordinglye and he sayth that every man wythin the paryshe doyth pay for him self and his wyf as is articulate and so he hayth sene most parte of the parishe pay and he sayth every person that receyveth the blyssed sacrament hayth used to pay ther oblacions at everye of the iiii dayes or els at Easter iid. for the same and for the moste parte the paryshoners useth to pay at Ester for their oblacions due at the offeringe dayes.

. . . sence he may remember every man of the house wythin the paryshe hayth payd to the farmer of the parsonage or to ther deputye for every corpse that dyeth in their howse the some articulate commonly called for a Nyght wake and so he this deponent payd hime self of his mother which dyed abowtes xi or xii yeres sence and lykewyse he hayth sene Richerd Bykerdyk abowtes ii yeres sence pay for one of his doughters called Margaret to Mr. Rosse servant called Prance and he never hard nor knewe the custome denyed sence he may remember nor no busynesses for the same unto this sute beganne.

. . . Mr. Rose paithe his ferme nowe to Mr. Thos. Hussie of the parsonage viz. xxii li. yerelye abouttes Sainte Marke Day besides Sinadge and other deuties.

Ric. Bikerdicke of Farnham, husbandman, aged about 50 . . .

. . . he abowtes xx yeres sence paid for his father nyghte wayke accordinglye and for his mothers to Mr. Rawf Pullan of Scotton and sence he paid abowtes ii yeres sence for the nyght wake of his doughter called Margaret to Edwd. Prance Mr. Rosse servante iiid. and he hayth harde his neyghboures say that they paid accordinglye.

Edwd. Prance of Farnham, laborer, aged 40 . . .

. . . he haythe paid accordingly for his fayther abowtes xii yeres sence and for his mother x yeres sence and for ii children which dyed wythin this xii yeres and he haythe receyved of xx of the paryshe of Farnham for nyght wakes wythin this vi yeres accordinglye.

XXVII.—R.VII.G. 601.

A.D. 1556.

This is one of the most remarkable of all the Cause Files in the Diocesan Registry. It is one of the most complete and largest of the Tudor files ; it contains an exceptional number of attestations and is unusually rich in incidental references and descriptions of rural life and conditions, and in topographical detail ; it has much which is highly picturesque. The general effect of all this is to give a cross-section of life in the Tudor countryside about a generation after the Dissolution of the Monasteries which is of great value ; but more than this, it contains a surprising number of references to the pre-Dissolution history of a monastery, Kirkham Priory, by people who were formerly Canons of the House or servants employed by it in various ways. The suit concerns a field on the York-Malton Road, a little to the East of Whitwell, and it may be said without hesitation that there is no single area of anything like the same size or nature which is documented in the Cause Papers with anything approaching the same copiousness. Besides VII.G. 601, there are five or six more relating to the same suit or to others which grew out of it, there is another group dating from about ten years later, and there is a third group, with other parties, of about the year 1586. In the last case, the defendant was apparently the husband of the famous Margaret Clitherow, a butcher in the Shambles. VII.G. 601 produces more than 81 witnesses in all, a considerable part of the total population of the small district from which they are drawn, and so, again, giving a valuable section of local society. The references to monastic times make this a particularly suitable Cause to form the introduction to that group of files which illustrates the post-Dissolution documentation of the Monasteries. To complete the variety of the material to be found on the file there are copies, one incomplete, of early charters of Kirkham Priory.

The documents in the file are not in the correct order, and although some re-arrangement is possible by the dates, the full order cannot be restored with any confidence. Copious as the file is, it is yet not the complete file ; some of the earliest stages of the suit are not represented ; for instance, there do not appear to be the original Articles for the prosecution. In view of all this, and because of the great length of the whole proceedings and the inevitable repetition on both sides of much of the evidence, no account in detail will be given of some of the documents, and abstracts or quotations only from some others which are of particular length.

The suit is between William Taylier, Rector of Bulmer, and Kath. Aslabye and others, for tithe of agistment or "edishe" and also tithe of corn. A large part of the attention of the Court was taken up by the involved and long wrangle as to the true position of the field from which tithe was claimed, the prosecution maintaining that Hardy Flat, as the field was called, was within the Lordship of Welburne and the parish of Bulmer, while the defence fought to prove it within the neighbouring parish of Crambe. This accounts for the exceptionally high proportion of topographical detail throughout.

The order of documents given below is almost entirely that on the file as found.

1. [*Articles for the defence, in answer and opposition to Articles and Attestations for Tailier which apparently are no longer on the file*].
 - i. . . . the witnesses for the prosecution, Ric. Rayner Joh. Mitchell Robt. Annyson Marm. Dawtrie Willm. Skayling and Joh. Hutchen-son are false and perjured . . .

ii. . . . [*they are false and perjured when they or any of them depose*] that the inhabitantes of the towneshippe of Welburne haith the same ground called Hardy Flatt when the corne is gotten of and when it lyethe fawghe, Soo that Maistres Aslaby nor any other haith any thing to doo in the ground called Hardy Flatt after the crop be taken awaie [*When indeed*] Kateryn Aslabye and other that haith beyne fermers of the same ground as Thos. Aslabye hir late husband and Ric. Aslabye father to the said Thomas having the same in farme as she nowe haith sundry certen and many yeres and every yere within tyme of mans remembraunce haith aswell of use and custome as of right eaten the edishe of Hardy Flatt withe there cattell respectyvelie everye one of them in there tyme And aswell tethered as kept there Cattell there at edishe after corne haith bene gonne and other tymes of the yere and when it haith beyne faughe . . .

iii. . . . [*the witnesses generally have contradicted each other*].

iv. . . . [*witnesses who have deposed*] that every yere when there is any corne sawen in Hardy Flatt the Parson and parishe of Bulmer goethe with generall procession in Crosse Dayes abowte Hardy Flatt [*do not give sufficient reason for their statement, because it is not a necessary conclusion*] that every Parson that goethe abowte growndes feildes flattes of landes haith all that within his owne parishe For there is many and sundrie Parsons and Curettes within the Diocese of Yorke that goethe with procession in Crosse Dayes and haith used to goo abowte landes of other parishes then of there owne parishe As the Curet of Kirkham there nere adjoining emonges other usethe to goo in Crosse Daies with procession a certen compasse and red Gospelles within which compasse lyethe certen landes flattes and closes of other parishes and not of his . . .

v., vi. and vii. . . . [*contradict the evidence about the boundaries of Bulmer and Whitwell*].

viii. [*Ric. Rayner's name is not really either Rayner or Raynolde, but Ric. Wright*].

ix. [*Willm. Skayling is a suspected witness, for Robt. Talier brother to the Parson of Bulmer married Willm. Skayling's daughter, and Tailier uncle of the Parson married a sister of Willm. Skayling*].

x. . . . [*Similarly, John Tailier brother to Willm. Tailier Parson of Bulmer married Margaret daughter of the witness Marm. Dawtrie*].

2. [*Attestations for the defence. 30 Oct. 1556?*].

These are perhaps the fullest of all for topographical detail.

Sir James Parkynson of Kirkham formerly Canon there, aged 52 before the dissolucion of the Priorie of Kirkham and sence the dissolucion therof viz. abouttes xxiiii yeres sence he did see one John Pigg swynnarde to Mr. Richarde Aslabye then dwellinge at Whitwell kepe Mr. Ric. Aslabye swyne in . . . Hardy Flatte then beinge with him a litle boye called Willm. Parkynson nowe decessed . . .

. . . he beinge Curate of Kirkham before the tyme that the procession in Crossedayer was left by the Kynges statut upon Mondaye in Crosse Weke did go in procession to a crosse in Westowe parishe called Elles Crosse and so to Rukell Flate Nowke in the parishe of Westowe and there said a Gospell and so retorned home, and upon Tuysday in Crosse Dayes he used to go in procession unto Crambome Close and then to Clif Close Hede being within the parishe of Crambome and ther said a Gospell and then came to the Crosse at Whitwell Beacon within the parishe of Crambome and there said a Gospell and then went to a crosse at Fulstie Hede within the parishe of Crambome and ther said a Gospell and then home.

. . . ther is a dyke sometye syngle and sometye doble which goeth frome Foston beke to Mayne Yate and then there is a doble dyke which cometh beneth the manner of Whitwell upon the Weste and goeth up to Mayne Yate and so to Caridale Crosse and ther turneth up to Whitwell and upon the bake side of Whitwell towards the North to the manner place of Whitwell the which dyke commeth not to Darwent by a quarter of a myle . . .

Sir Willm. Beckfelde Vicar of Westowe aged 50 . . .

. . . goinge in procession did mete the procession of Kirkham betwixt Conygarth Hede and Hoppehowe Hill which is within the parishe of Westowe . . .

. . . when Kirkham Abbay was standinge viz. before the deposicion therof then the Prior and Convent went with procession upon Teuysday in Crosse Weke to Crambome and one of the Canons said Masse there and had drynke and cak ther and upon Weddynsday the Prior and Convent went in procession to Whitwell and one of the Canons said [*Mass*] in the Chapel ther . . .

. . . ther is a highe waie lyenge frome Carondale or Carvell Close corner betwixte the said Close and Hardye Flate in which hie waye side ther is a hepe of stones which lieth at the nowke of Carwedale Close . . . wher it haith bene said a man was slayne . . .

Chris. Banke of Barton in lez Willos in the parish of Crambome husbandman aged 70 . . . [*gave similar evidence*] . . .

Thos. Bulmer of Whitwell Roper aged 30 . . .

. . . abouttes xvi yeres sence he haith sene Mr. Ric. Aslabie shepe folde when Hardye Flate was faughe stand in Hardie Flate and he haith bothe driven yewes to the folde standynge in the said grounde and fetched them awaye and abouttes x yeres sence he haith sene Mr. Thos. Aslabie shepe folde in the said grounde and also haith sene the shepe pastoringe in the grounde when they come to the folde and when they wente forth of the folde And he further saith that he haith sene Mr. Thos. Aslabie when his sherers were sheringe corne in the grounde tether his nage upon the grete balke beinge in the said grounde and he saith that he haith tethered his Mr. horse when his sherers were sheringe in the grounde and further

saithe that aboute viii yeres sence he hath sene Mr. Thos. Aslabie cut ii tethers wherwith ii horse of Welborne was tethered with all and caused him to carie the horse to Whitwell to the poundfold And another tyme he haith sene Mr. Thos. Aslabie bringe thre horse frome the grounde and impounde theme in Whitwell Felde which he did saye he broughte frome Hardy Flate and that they were of Welborne and tethered in the said grounde and he saith he se one younge man which said he was Robt. Knotte sarvaunte of Welborne fetch the iii horse forth of Whitwell Felde . . .

. . . there is a syngle dyke which goeth frome Foston Beke to thende of Richerde Shomaker Close and frome that Close to Bulmer Wood Nowke a doble dyke and as fare as Bulmer Woode goethe ther is a syngle dyke and frome the Woode to Mayne Gate a doble dyke which dyke goeth thusfare withoute stoppe and at the Mayne Gate ther is a highe waie which is both for carte and wayne and no dike And upon the other side of the heighe waye ther is a single dike which goeth frome Mayne Gate Stowpe abowttes thre yerdes and then there is a doble dyke that goeth to Carrondale Crosse and ther is a brode strete called the Kinges Strete with owte any dike And then ther is a doble dyke of Mr. Donnyngtons which begynneth at the strete side towards Darwente and goeth to Mr. Donnyngton wall which wall he thinkes is abouttes viii hundereth fote and so fare as the wall goeth he saith ther is no dyke and at thende of the wall ther is a dyke which goeth to Darwente but he dothe not remember whether it be a doble dyke or a syngle dyke . . . he thinkes it is almoste halfe a myle frome Carrodale Crosse to Darwent begynnege at Foston Beke the dike before by hyme deposed so fare as Richerd Shomaker Close goeth the lordshippe of Whitwell lieth of bothe sides and frome that Close to Mayne Yate the dike devides the parishe of Bulmar and the lordshippe of Whytwell of the parishe of Crambome and upon the other side of the strete at Mayne Yate to the begynnyng of Hardy Flate the dike devides the parishe of Bulmer and the lordshippe of Whitwell and frome the begynnyng of Hardie Flate to the Dede Mans Grave where a hepe of stones lyeth which is a litle frome Carrondale Crosse the lordshippe of Whitwell is of bothe sides the dyke and frome the place called Dede Mans Grave upon the other side the brode strete wher Mr. Donnyngton doble dyke begynneth the dyke and the wall by hime before deposed devides the parishe of Bulmer and the lordshippe of Whitwell to Darwente and further he saith that ther is a nother doble dyke which goeth from Carodale Crosse to Whitwell and upon both sides of that dike frome the Crosse is of Whitwell lordshippe . . .

Robt. Person of Foston husbandman, aged 74 . . . [*added nothing*].

Ric. Mylfeld of Crambome husbandman, aged 39 . . .

. . . the Curate of Kirkham the last crose days did go in generall procession with his parish to Crambome and then to Whitfeld feld

which is within the parish of Crambome . . . and before the dissolution of the priorie of Kirkham the Prior and Convent of Kirkham cam with ther procession in Crose dayes upon Tuysdaye to Crambome and said Messe in Crambome Church before the house was dissolved x yeres of this deponent sight . . .

Joh. Addisonne of Crambome husbandman, aged 42 . . .

. . . hath seen Prior Kyldwike then and his brether come with procession on Tuysdaye in Crose daies to Crambome and one of the said brether saye Messe there And he hath sene the sayd tyme the Prior and Convent goe with there procession uppe a balke goinge frome Crambome towards Whitwell . . .

Joh. Watterson of Barton in lez Willoes husbandman, aged 56 . . .

. . . [*similar*] . . .

There are two copies of a further set of attestations on behalf of Taylor, undated but probably belonging to this earlier stage in the suit.

Brian Bulmer of Bulmer, aged 60 . . .

. . . there is a doble dyke and a whiksatt hedge betwixte the lordshyppe of Whytwell and the Lordshyppe of Welborne of the owtesyde of Hardye flatte whyche devydeth the Lordshyppe of Whytwell frome the Lordshyppe of Welborne and devydes Hardye flatte into Welborne Lordshyppe and betwixte the doble dyke and Hardye flatte liethe a grete balke which belongethe to Syr Rauffe Bulmer lorde of Welborne of the whiche balke the Inhabitanteres of Welborne hathe the edyshe of the gresse at all tymes at ther plesor and he hath seene dyverse of the tenantes of Welborne bayte aswell horse as oxen of the sayd balke dyverse tymes when Hardye flatte was sawne with corne whose names now he dothe not remembre and at thende of the balke towards Carvydall Close ther is a doble dyke at the Este ende of Hardye flatte which goethe betwixt Kirkham Lordshyppe and Hardye flatte to the myddes of Hardye flatte and ther lyeth the kynges strete towards Malton and upon the other syde of the strete ther is a doble dyke which goethe to Kirkham Wodde and by a stone wall in the Wodde ther is a dike of eyther syde and frome the wall the dyke goethe to Darwent and frome the sayd strete the dyke devydes the Lordshyppe of Welborne and the Lordshyppe of Kirkham so that Hardye flatte lieth hollie in the Lordshyppe of Welborne and the inhabitantes of Welborne hathe the edyshe of Hardye flatte after the crosse be gotten of it of this deponent sighte and he hath seene one Thos. Walkynton abowtes two yeres sence then beyng Pynder at Welborne dryve the cattell which came forthe of Whytwell feld and impounded them of this deponente syghte but whose cattell they were he sayeth he cannot depose but he is certayne he saythe that they were cattell of Whytwell And he saythe further that the parisheners of Bulmer everey yere when Hardye flatte is sawne with corne goethe in Crosse dayes wyth generall procession abowtes

Hardye flatte and the Curate sayeth a Gospell where Carvydale Crosse stode And further he sayeth abowte xxviii or xxix yeres sence he did se one Edward Carvarde of Bulmer gather tiethe corne viz. wheate and rye growynge in Hardye flatte which was cast forthe by him selfe and one John Michell then Parson of Bulmer servaunte came wyth the Parson draughte and ledde a lode of the wheate and rye to Bulmer tieth lathe of this deponent syghte for he wente with George Beforthe the sayd John Michell and Edward Carvard and further he saythe he see the tieth laythe. The Prior of Kirkham then called Prior Kildwyke and Sir Thos. Catton Chanon of the sayd howse and also the Parson of Bulmer was presente in Hardye Flatte at the ladynge of the wheate and rye and after certayne communicatyon the Prior and Parson did drynke wythe them and they went to Bulmer as he hath before deposed and he saythe the common fame laborethe at Bulmer and ther abowtes as is articulate . . .

Robt. Wodd of Huntynghon, parishe clerke there, aged 76, who "hathe dwelte in Welborne frome the tyme he was v yeres of age unto he were xii yeres of age and then he came to Huntynghon wher he now dwelleth and ther hath contynued sence . . ."

Joh. Wylson of Hynderskelfe, miller, aged 53,

Rol. Foster of Aymonderbie (Amotherby), husbandman, aged 53 : *[these three gave evidence almost exactly the same as that of Brian Bulmer]*.

[The Responsions of the defendant Katherine Aslabie dated 5 Nov. 1555 were apparently in answer to these attestations or to the Articles which produced them. There are also Responsions of the same date from another defendant, whose place in the suit is not clear, Isabel Walker : she confined herself to brief statements relating to the alleged marriages of witnesses for the other side].

Presumably to this stage, or thereabouts, belong the undated Interrogatories for Willm. Taylor. These are in two parts; the second group is an attempt to deal with the topographical details put forward in attestations for the defence.

[Interrogatories ministered on the part of the Rector of Bulmer against William Hawthropp and Ric. Stephenson witnesses produced on the part of Kath. Aslaby].

i. . . . let each of them be asked wether they or ayther of theme dyd ever see the tythe of corne growinge upone Hardy Flatt taken and caryed awaye.

ii. . . . by whome it was so taken and caryed away and by whose draught and wayne and wether or to what place it was caryed of their knowledg and beleyff.

iii. . . . who was then present at the flatt when the tythe was so taken and caryed awaye and namely wether the Prior of Rirkham and the Parson of Bulmer or ayther of theyme was then present.

[*Interrogatories ministered on the part of Willm. Tallor Rector of Bulmer against the witnesses produced and to be produced on the part of Kath. Aslabye on a certain matter exhibited by Katherine against Willm. Tallor*].

- i. . . . the reason of the knowledge of each witness for each of his sayings and depositions.
- ii. . . . wether Hardye Flatt be and ly in Welborne feyld and within the hedges and dykkes that compas about Welborne feyld yea or nay.
- iii. . . . if any of the witnesses do depose and answer that yt lyeth not in Welborne feyld Then lett such wittnesses be asked in whatt feyld Hardy Flatt doth lye.

Nine witnesses answered these second Interrogatories concerning the position of Hardy Flat. The answers repeat each other considerably and may be given in abstract.

Launcelot Foster of Crambom husbandman, aged 34 ;

Joh. Bryan of Whitwell, webster ;

Ric. Newton of Whitwell, Corrier ;

Rol. Walker of Whitwell, gresman . . . Hardie Flatte liethe within the hedges and dikes that compassethe aboute Welborne Felde and lyethe at a corner of Welborne Felde but not within Welborne Felde for ther is a balke that partes Hardie Flatte and Welborne Felde of the Northe side and a hedland of the West and the Kinges strete of the Easte.

iii. . . . it liethe in a flate by itself and lieth in no feld.

Willm. Williamson of Whitwell shomaker . . . Hardie Flate liethe within the hedges and dikes that compasses aboute Welborne Felde and there liethe nothing betwene Welborne and Hardie Flate but a balke . . .

Willm. Staveley of Crambome husbandman ;

Willm. Whetstone of Whitwell, butcher . . . Hardie Flate is of Whitwell lordeshippe . . .

Robt. Gawtrie of Crambome husbandman . . . it lieth of the South side of Welborne Felde . . .

Willm. Newton of Crambome tailor . . . it joineth to Welborne Felde but there is balkes betwixte theme towards Welborne and upon the other side towards Whitwell it lieth next the hedge and dike betwixte Maistres Aslabye grounde and Hardie Flate . . .

A small group of three papers apparently belongs nearly to one date, 8 May 1556, somewhere near the documents last noted.

[*Articles for Taylor against a pretended matter on the part of Kath. Aslabye, 8 May 1556*].

. . . the township and lordship of Welborne and all the fields of the township and lordship of Welborne are within the parish and of the parish of Bulmer . . .

. . . the place called Herdye Flatt is site and situate in the field of Welborne . . .

[*Articles for Kath. Aslaby against Taylor*].

. . . the parish of Bulmer does not extend to any bounds or limits beyond the lordship of Welburne towards Whitwell or the South . . .
 . . . the parcel of land called Hardy Flatt is not within the lordship or township of Welburne nor within the bounds or limits of that township . . .

[*A detached Additional position, to show that the Cross Day Procession from Bulmer "sometyme doithe leave parcell of there parishe withowte there compasse of procession, namely Carvell Flatt."*]

From this point most of the documents are dated.

[*Responsions of Willm. Taylor to the matter of Kath. Aslaby, 15 May 1556*]

. . . the parishe of Bulmer doth extende frome Welborne beinge of the parishe of Bulmer Southwardes to the grete doble ditche which devideth the lordshipe of Whitwell frome the lordshippe of Welborne, and boundeth Hardy Flate into Welborne Felde and so into Welborne lordship, and he beleveth that the parishe of Bulmer extendeth Southwards towards Whitwell to the doble ditche and no further . . .

. . . Hardie Flate is parcell of the lordshipe and towneshipe of Welborne and within the boundes of the same and it lieth in Welborne Feld which felde is situate betwene the towne of Welborne and the towne of Whitwell.

On 3 July 1556 Kath. Aslaby entered Responsions denying these statements, but it was not until 7 Oct. 1556 that she produced her witnesses in support of her assertions to the contrary of Taylor's Responsions. The examination of her witnesses lasted from 7 October to 18 November; most of the attestations show very little variation from each other; that of the first on the list will suffice to show the general content.

[*Attestations for Kath. Aslaby, 7 Oct. 1556*].

Willm. Whetstone of Whytwell in the parish of Crambum, aged 47 . . .

. . . hayth knowne the grounde called Hardy Flat this xxv yeres, and he sayth that ther is a great balk lyinge on the Northwest syde of Hardy Flat which devidethe the Flatt and Welborne Felde and boundeth Hardy Flat into Whytwell lordship . . . sence his dwellinge and beinge at Whytwell whiche is nowe abowte xxiiii yeres the Flat called Hardy Flat haythe bene comonly reputed tayken and knowne to be sytuate betwyxte the Lordshippes of Whytwell and Welborne and to be belonginge to the Lordeshipte of Whytwell and of the parishe of Crambom and he never knewe nor hard tell of the contrary unto this presente swete beganne . . .

Willm. Gawtrye of Crambome, gresman, aged 63 ;

Robt. Marton of Kyrkham, fysher, aged 66 ;

Rol. Walker of Whytwell, husbandman, aged 76 ;

[*Examined 12 Oct. 1556*].

Joh. Brian of Crambom, wever, aged 44 ; was born at Stillington and lived there until he came to Crambe where he has lived for 26 years ;

Willm. Baynes of Whytwell, aged 50 ; was born at Westowe, where he lived until he came to Whytwell 26 years ago ;

Willm. Shepperd of Whitwell, taylior, aged 42 ; was born at Crambe and lived there for 12 years, then lived at Barton in Crambe parish (Barton le Willows) for 5 years, then at Beverley for 7 years, at Barton again for 6, and then to Whitwell where he has dwelt married for 12 years ;

Willm. Williamson of Whitwell, shomaker, aged 64, who was born at Rotheley in Harburne parishe in Northumberland Archdeaconry, and has lived at Westowe for 30 years and at Whitwell for 16 ;

Joh. Gawtrye of Whitwell, born in Crambe and has lived in Whitwell for 22 years ;

[*Examined on 19 Oct. 1556*].

Ric. Stephanson of Whitwell, aged 30, who has lived at Whitwell for 30 [*sic.*] years and before that at Waughen where he was born and at Melsa ;

Ric. Newton of Whitwell, Carrier, aged 42, who has lived in Whitwell for 18 years and before that in Crambe where he was born ;

Willm. Newton of Crambe, husbandman, aged 40, who has lived in Crambe for 30 years and before that in Barton in Crambe where he was born ;

Brian Savedge of Crambe, husbandman, aged 40, who has lived in Crambe for 6 years and before that at Kirkham for 12 years.

[*Examined on 18 Nov. 1556*].

Joh. Pett of Firbie in Westowe, husbandman, aged 54 ;

Willm. Staveley of Crambome, husbandman, aged 60 ;

Willm. Howthorpe of Whitwell, laborer, aged 64 ;

Geo. Downe of Crambome, cordwyner, aged 38 ;

Robt. Gawtrie of Crambome, husbandman, aged 40.

On 19 February 1556/7 began the examination of witnesses for the prosecution, which continued until 6 March.

Ds. Thos. Sheparde priest, Rector of Thorpbassett where he now dwells, aged 70 . . .

. . . the place called Hardie Flate is sett and situate in the felde of Welborne and in the lordshipe of Welborne and a parte and parcell of the said feld and that he saith doth evidentelie appere by any mans viewe seinge the same . . . he hath knowne Hardie Flate this xx yeres and hath many tymes both goen and riden over it and he saith that there is neyther hedge nor dike betwixte Hardye Flate and Welborne Feld and he saith that upon the owte-side of Hardye Flate towards Whitwell ther is a dike and a hedge which boundes Hardye Flate and Welborne Felde . . . he thinkes that if Hardye Flat had not lien in Welborne Feld the Prior of

Kirkham that was last beinge a very good husband wold have enclosed Hardie Flate frome Welborne Feld . . .

Ds. Anth. Florence priest, Vicar of Folketon and dwelling there, aged 47 . . .

. . . hath a kinsman in Welborne which he hath goon to se everye yere ons and sometymes ii or thrise . . .

Joh. Normavell of Mayne Driffeld, gentleman, aged 31 ;

Robt. Anderson of Hoton on Darwent, webster, aged 40 ;

Ra. Dicconson of Newe Malton, laborer, aged 60 . . .

. . . hath knowne Hardie Flate this fourtie yeres and more and hath muche usid to go by the same . . . he hathe sometyne bated his horse upon the brode balke whilst he mendid his wooll packes and he saith men of Welborne wolde have comed to hyme and wolde have caried his horse to Welborne poundfolde and this deponente wolde have given theme faire wordes and so they wold let them goo And he further saith that he used to drive fishe xl yeres sence and more from Malton to Kirkham with one Thomas Danbie then the Convent cooke at Kirkham, and abouttes the said tyme he saith he se the Parson of Bulmer man then called Parson Jackson receave of Sir John Catton then Chanon of the Kitchin certain saltefishe which he carried awaie on horsebake frome Kirkham, and he saith he harde one of the Prior servauntes come to Sir John Catton in the Prior of Kirkham name then Prior Butterie for the delyvery of the saltefishe to the Parson of Bulmer man and he saithe when the fishe was delivered he asked Sir John Catton wherfore he delivered the fishe to the parson of Bulmer man and he tolde this deponent that the fishe was delivered for the tithe of a grounde called Hardie Flate lienge at Carvidale Crose accordinge to one agreament which was made betwixte Prior Butterie and the Parson of Bulmer called Parson Jackson and he saith Parson Jackson and Parson Willobie and one Robert Jackson then keper of Hynder-skelf dyned with the Prior of Kirkham the said daie, and he saith one Ric. Stamper was then the Prior cooke, Thos. Danbie the Convent cooke and Robyn More the Skolyon of the kitchin, and he this deponent dwelte at that tyme with one Robt. Baker of Malton fishedriver and wooldriver . . .

[*Examined on 21 Feb. 1556/7*].

Joh. Fixby of Hoton on Darwent, laborer, aged 33 ;

Joh. Benson of Welborne, husbandman, aged 46 . . . was born at Bulmer, and lived there 20 years and all the rest of his life he hath dwelt therabouts . . .

. . . dwelte at Whitwell thre yere one yere with Mr. Ric. Aslbaie and kepte his shepe which was before the dissolucion of Kirkham Abbaie . . . and ii yeres he dwelte with Willm. Puckeringe at Whitwell and kepte a flocke of shepe which belonged to Kirkham Abbaye . . . he se one Arthure now pynder of Welborne before Christenmas last impounde one graie horse which was in Hardie

Flate in the rie belonginge to John Stamper of Kirkham in Welborne poundfelde and toke of the said Stamper sonne a halfe pennye for the outelosinge of the horse . . .

Thos. Watson of Farlington in Sherifhoton, aged 70 . . .

. . . worked 8 years for Ric. Aislabie . . . and came frome Mr. Richerd Aslabie a yere after Floden Felde . . . in the tyme that he dwelt with Mr. Aslabie before Floden Felde one Whirig and other of Parson Jackeson servauntes then Parson of Bulmer did lede awaie towe lodes of corne frome Hardie Flate to Bulmer tith laith and Mr. Richerd Aslabie seinge the same went to the Prior of Kirkham and tolde hyme thereof and the Prior of Kirkham then called Prior Butterie did send one of the Chanons caulled Kildwike and one Gilbert Lilborne and John Butterie to Parson Jackson who as Mr. Richerde tolde this deponent toke an order with the Parson of Bulmer for the tithe of Hardie Flate, that the Parson shulde have yerelie certan saltefishe and heringes of the Prior of Kirkham and so many whinnes of Whitwell Moore as he wolde occupie for his brewinge and bakinge and after that he never herde no busines for the said tith . . .

Joh. Wrichte alias Whelwrighte of Sherifhoton, husbandman, aged 65 . . .

. . . has known Hardie Flate for 55 years . . . and for the moste parte hathe usid to go by the same everie weke or everie fourtynghete to Malton or to Kirkham Mylne . . .

Willm. Whitecake of Sherifhoton, husbandman, aged 50 ;

Willm. Ripponer of Sherifhoton, cowper, aged 60 ;

Willm. Franke of Hooton on Darwent, yoman, 60 ;

Marm. Elles of Firbye in Westowe, husbandman, aged 28 . . . born in Welborne, lived there until he was 22 years old, then removed to Full Sutton for four years and a half and then to Firbye . . . his father was Byerlyman of Welborne . . .

Thos Wawkington of Welborne, husbandman, aged 42 . . . was Byerlyman of Welborne and after two yeres maid pinder of welborn because his landes lyeth on the owtside of Welborne feilde three yeres . . . [*gives a list of animals which he had inpounded and the names of the owners*] . . . ix meares stagges and foles ii severall tymes of the Lady Knevettes and toke of one Turner for the owte-losinge therof viiid. . . .

[*Examined on 24 Feb. 1556/7*].

Thos. Best of Hooton on the Hill, husbandman, aged 54 . . .

Joh. Davyson of Hooton on Darwent, husbandman, aged 54 ;

Barth. Franke of Hooton on the Hill, yoman, aged 30 . . .

. . . came range over Hardye Flatt with his dogges in a mornyng and Mr. Thos. Aslabye sheparde was flyttinge his shepe folde and when the shepe was goinge furthe of the folde he chased them in agayne with his dogg and this deponent asked hime what he ment that he did not let his shepe pastur upon Hardy Flat and he awnswered and said that his Mr. had no more lybertye ther but to bring his

shepe to his folde and to dryve them awaye and he saythe that the last somer Maistres Aslabye caused the said Hardy Flat to be donged with hir cowpe donge and did not folde hir shep ther by reason as he thinkes Hardy Flat is in contention . . .

[*Examined on 25 Feb. 1556/7*].

Willm. Nicholson of Bulmer, taylior, aged 42 ;

Joh. Annyson of Bulmer, husbandman, aged 40 ;

Joh. Stephanson of Bulmer, pyper, aged 66 ;

Joh. Monkehouse of Hynderskelf, yoman, aged 38 ;

Ds. Ric. Morwen of Wharehame in the Streite, clerk, aged 55, formerly Canon of Kirkham . . .

. . . hath herde Sir John Catton and Sir Willm. Beckefelde Chanons of Kirkham saye before the dissolucion of the house of Kirkham abouttes ix or x yeres that the Prior of Kirkham did give yerelie to the Parson of Bulmer for the tithe of Hardieflate certan saltefishe and heringes by an agreamente maid betwixte theme, and he saith before the said agreamente he hathe harde saye of certen aged men abouttes Kirkham that Parson Jakeson then Parson of Bulmer servauntes lede certan tithe corne of Hardie Flate to Bulmer and he saith Sir John Catton told him that Parson Babthorpe which was Parson of Bulmer before Parson Jakson hade the tithe of Hardie Flate . . . Sir Willm. Beckefelde tolde him one tyme goinge besides Hardie Flate that Hardie Flate was there and that the Parson of Bulmer shulde have the tith therof . . .

Chris. Layton of Hoton on Darwent, yeoman, aged 30 ;

Ric. Taylior of Thornton in the parish of Foston, husbandman, aged 40 ;

Mr. Thomas Burbanke alias Smythson, Rector of Terington, aged 50;

[*Examined on 5 March 1556/7*].

Robt. Jackson of Galnethorp in Terington parish, gentleman, aged 46 ;

Willm. Taylior of Thornton in Foston parish, husbandman, aged 50;

James Hardy of Stitename in Sheriff Hutton parish, miller, aged 66 . . .

. . . abowtes xxviii yeres sence he then dwellinge at Barton came ridinge by Hardie Flatt towards Malton and did se a man and a boy leade a lode of barly of Hardyeflat towards Welborne which he sayth was for tithe of Hardy Flat for he hard say at that tyme ther was an order tayken betwyxte the Prior of Kirkham and Parson of Bulmer called then Parson Jackson for the tithe and that the Prior had broken the order and therefore the Parson tooke the tyethe corne and after that he harde saye ther was a nother order tayken for the tyethe . . .

Willm. Melton of Welborne, laborer, aged 66.

Inserted with these Attestations is a copy, apparently earlier in date than the suit, of a charter to Kirkham Priory, and part of a copy of another. Both seem to be pre-Dissolution, and are endorsed "Exhibit for Hardyflattes."

[*Latin*].

Charter of Crambum.

CYROGRAPH between us and Walter Perceay concerning the outlet of Crambum and concerning one "furrera", in which it is contained that the Canons of Kirkham have granted to William his heirs and his men a free way in and out for their horses carts and wains having in width [*blank*] feet by the way which leads to Barton by Gildcrosse, and a free way in and out of the said width to the pasture of Aclyff by the old way. The Prior and Convent will raise a dike on the North side of the said ways out sufficient for the protection of the crops and pastures of Whitwell. And William his heirs and his men will raise a dike on the South side of the said ways out sufficient for the protection of the crops of the Prior and Convent and William has given to the Canons for ever a headland ("forera") which lies at the end of the culture of the Canons at Crosflatt towards the North crosswise.

The extract ends here, without warranty, seal clause or witnesses.

CONFIRMATION of William Fossard of the land which William de Cumyn gave to us in which it is contained that William has confirmed to the Canons of Kirkham the gift which William de Cumyn and Emma his wife made to the Canons of Kirkham namely 20 acres of land between Welburne and Whitwell.

This extract has in the margin "A Note concerning Hardyflatte amongst the charters of Crambum."

Taylor brought in for the prosecution a group of 13 witnesses mainly on the topographical issue about the position of Hardy Flat, whether inside or outside of the Lordship of Welborne and parish of Bulmer, but they add little to what has already been shown. This document is dated 18 December 1556. But the most solid and perhaps the most generally important body of evidence for the prosecution is not dated, although it is clear from the form and the heading, as well as from the substance of the attestations that it belongs to a late stage of the suit, when both sides had stated their respective cases completely once and were beginning further and fuller argument.

[*Attestations for Willm. Taylor against Kath. Aslaby and against a certain matter on the part of Katherine against the witnesses of the Rector of Bulmer exhibited*].

Thos. Gilbanke of Welborne in Bulmer parish, husbandman, aged 60 . . .

. . . neyther Thomas Aslaby Richard Aslaby nor Kateryn Aslaby nor any other which were tenantes of Hardie Flate as Thomas Aslabye brother to the said Richard Aslaby and Lawrance Catton hade never any edige in averige tyme in Hardye Flate nor no pasture when it was faughe salvinge that onelie when it was faughe they did fold ther shepe ther to make the grounde fartill but the inhabitantes of Welborne hade the edishe therof which Welborne is of and within the parishe of Bulmer and ever sence he may remembre which is

above xl yeres the inhabitantes of Welborne hath hade the edishe of Hardie Flatt for ther cattell when the corne was of, and he saith that if any of the cattell belonginge to Whitwell strayd in to Hardye Flate the bierley men of Welborne wold impound the same and he saith that abouttes viii or ix yeres [*ago*] he was a bierlay man and impounded certan cattell and horse of Thomas Aslabye and of other tenantes of Whitwell which were pastoringe in Hardie Flate in averishe tyme when the corne was new gotten of the said grounde in Welborne pounce fold and Thomas Aslaby servante whose name this deponent doth not remembre did come for the cattell and paid poundage for the same . . .

iii. when Hardie Flate is sawne the Curate and parishe of Bulmer goeth opon Weddynsday in Crose Dayes in procession abouttes Hardie Flate and the Curate saith a Gospell at the stret side at Hardie Flate ende.

iv. . . . [*mentions various men who had tethered horses or cattle*] on the balke next the doble dike, as he himself the weke before Pentecoste last did kepe his oxen opon the balke . . . he and his neighbours of Welborne did eate the other towe balkes beinge in Hardie Flate called the Lorde of Bulmer Wastes abouttes Mydsomer last when they lede donge, when the same Hardie Flate was sawne and divers other yeres when the same was corne he and other inhabitants of Welborne did teither and eate the balkes at ther pleasor withoute interruption of any man salvinge that abouttes v or vi yeres sence one Thos. Aslabie did cutt certayne tethers of men of Welborne which tethered ther horse on the balke next the doble dike in Hardie Flate and hade the horse awaye . . .

and after Sir Edward Gower by mediacion did take order as this deponent herd saye that Thos. Aslabie shuld give agayne to the owners of the tethers so many tethers as he hade cute . . .

Joh. Elles of Welborne, husbandman, where he has remained for 40 yeres and more, aged 60 . . .

. . . Ric. Raynarde and Ric. Richardson maid a fraye in Hardie Flate abouttes xvi yeres sence and were laid in payne in Bulmer Courte to paye both for a blood and a fraye and he saith he was one of the queste the tyme the said fray was presented . . .

. . . Parson Jackson then Parson of Bulmer abouttes xxix yeres sence and Ric. Raynerde told this deponent they beinge in Welburne Feld abouttes ii flight shottes frome Hardie Flate that every tenth stowke of the barlie was marked with a dockan for the tith gatherer . . .

Robt. Wyntryngam of Newton on the Hill in the parish of Crambome, webster, aged 65 . . .

. . . was borne in Welborne within the parishe of Bulmer and brought up ther to he was xxiii yeres of adge and his father was the pynder and underbalif of Welburne under Robt. Bulmer the balif of Bulmer father that nowe is and sence that tyme he hath dwelte in Hoton of the Hill wher he now dwelleth . . .

. . . the procession of Bulmer goeth about Hardie Flate when it is sowne with corne upon Weddysday in Crose Weke and this deponent some yere hath borne the banner and sometye the crose . . .

. . . he has seen Laur. Catton who was fermer of the said ground merced in Bulmer Courte abouttes xlv yeres sence for plewinge parte of the balke and sometye at the said Courte hath bene laid in payne to lie downe parte of the balke which he plowed up . . . he did fetch one tyme xxd. frome Lawrence Catton which he was merced for plowing of the balke which Law. Catton then dwelte in Whitwell Mannor where Maistres Aislabie nowe dwelleth . . .

Ric. Knott of Hoton on the Hill, husbandman, aged 60 . . . abouttes xxxiiii yeres sence he came to Bulmer to service to Parson Jakson and continued in service with the Parson iii yeres and after that he dwelte with old Ric. Talior in Bulmer and then he went to service to the Vicare of Bossall and ther contynued one yere and then was prentise at Westowe with Robt. Simondson thre yeres, and then contynued at Bulmer abouttes a yere and wrought ther and then married and dwelte at Welburn within the parishe of Bulmer abouttes ix yeres and then cam to Hutton wher he now dwelleth . . .

Thos. Sisson of Hynderskelf, wright, aged 60 . . .

. . . was borne at Whitwell . . . and contynewed ther to he was of thadge of xxiiii yeres with his father and married and then he saith he came to service to thabbote of Sancte Marie abbay and then contynewed in the kinges affaires unto abouttes eight yeres sence and then came to Whitwell agayn and contynewed ther abouttes thre yeres and then removed to Hynderskelf wher he nowe dwelleth . . .

. . . Thos. Aslabie which was brother to Ric. Aslabie and he dwelt ther abouttes thre yeres and then went to Barwike and was a capitan ther and was slayne at Flodden Feld . . .

Willm. Robynson of Hynderskelf, cordwyner or shomaker, aged 72 . . .

. . . was borne in Kirkham . . . and ther contynewed till he was abouttes xxx yeres of adge and then he removed to Hynderskelf wher he nowe dwelleth . . .

. . . the Curate of Bulmer upon Weddysday in Crose weke when Hardie Flate is sawne goeth in procession about Hardie Flate and saith a Gospell at the Sowthe nowke of the same and hath a pott with aill the which the inhabitants of Welburne giveth . . .

Robt. Pynder of Slyngesbie, husbandman, aged xliiii ;

Robt. Knott of Welborne, husbandman, aged 50 ;

Robt. Bulmer of Bulmer, gentleman, bierlay man or pynder, aged 50 . . .

. . . he this xx yeres and more hath been officer and balif unto Sir Rauf Bulmer knyght Sir John Bulmer his father and also to

Sir Willm. Bulmer his father who were Lordes and owners of the Lordships of Bulmer and Welborne . . .

Joh. Etton of Hoton on Darwent, theker, aged 63 . . .

. . . was borne in Bulmer and hath continued ther unto abouttes a yere sence that he removed to Hoton where he now dwelleth . . .
 . . . abouttes ii yeres next before Flodden Feld abouttes Pentecost he dwelt with Sir George Jakson then Parson of Bulmer and at that tyme he did attend of his Mr. to Kirkham and he saith that the Prior of Kirkham accompanyinge the same Parson homewards emonges other comunicacions the Parson desired the Prior to cause the tithe corne in Hardie Flate to be sett forth and he the said Prior said he wold not and then the Parson said he wold take his tithe corne and the Prior said Nay he coulde not, then beinge presente the Prior called Prior Kildwike the Parson Mr. Raynold Bainbrig the Prior man and this deponent and no moo . . . the Prior and his Mr. did love verie well after that in so moch that the Parson had whinnes and thornes upon Whitwell More in the Prior ground so many as servid his kitchyn . . .

Ric. Richardson of Snaynton in the parish of Pickering, yoman, aged 46 . . .

Ds. Robt. Scalinge, priest, Vicar of Langtoft, aged 72 . . .

. . . was borne in Bulmer and contynued ther till he was maid prest and a yere after which is by the space of xxv yeres . . .
 abouttes liii yeres sence as he now remembreth he did use sometymes to say mattyns with Parson Jakson then Parson of Bulmer and in haye tyme and harvest tyme the Parson when it was faire wether wold get this deponent to make haye in haye tyme, and in harvest tyme to forke corne to the wayne and wold give hyme iid. a daye . . .
 they did first forke up to Thomas Garner beinge in the wayne a lode of whet and rie and in the tyme they lodyned the wayne Ayton bated the other draught upon the balke and sometymes in other places of the flate wher ther was no stowkes . . .

Ric. Pynder of New Malton, butcher, aged 30 ;

Thos. Sparlinge of Welborne, husbandman, aged 50 ;

Ric. Wilson of Bulmer, husbandman, aged 44.

The Sentence or verdict is not dated. The Court found for the prosecution, with costs, and condemned Katherine Aslaby in the tithe of 40 stooks of wheat and barley growing in Hardy Flat, which the Court valued at eight shillings.

The file indexed as R.VII.G. 602 is of the same date as the last, namely 1555 and 1556, and was brought by the same Rector of Bulmer against Leonard Richardson for tithe of corn in Hardy Flat. The course of the proceedings closely resembles that in G. 601 ; the attestations are almost all by the same witnesses, and often are in the self-same words. But there are variations and new touches enough to make some extracts worth while, and in particular the legend of the death of Hardy's wife deserves record. It is not necessary to quote from the Articles or other formal documents ; the Attestations alone will be used.

[*Attestations*].

Robt. Pynder of Slyngesby, husbandman, aged 43 . . .
 . . . [*begins as in G.601*] . . . he hath hard his Mr. say that Hardy Flate was of Bulmer parishe and that one Parson Jackson Parson of Bulmer did fetche tithe corne forth of the same and after that he saith that the Prior of Kirkham agrede with the Parson for the tieth of the said ground, but after what manner he cannot depose, And he saieth that his Mr. wolde bidde them go to Welburne felde when they went to plewe in Hardy Flat and wolde commaunde this deponent and other of his fellowes to plewe none of the balkes in Hardy Flatte called the Lorde of Bulmer Wastes for he said yf he were mercied in Bulmer Courte for the same they shulde pay the mercyamentes of there owne purses . . .

. . . during the eight yeres this deponent was with Mr. Aslaby the inhabitantes of Welburne used to eate the balkes with there cattell as is articulate of his certeyn knowledge and sight and his Mr. nor the inhabitauntes of Whitwell did not use so to do, And he further saieth that the Pynder of Welburne aboute iiii yeres after he came to service did ympounde viii oxen brake furthe of Browne Close and come to his Mr. corne in Hardie Flate furthe of the corne in Welburne Feld And this deponent paid iiid. for the poundage thereof, which money his Mr. paid to him agayne, And he saieth that he founde suerties at the losinge of the cattell that if the oxen had done any harme in Welburne corne that his Mr. shulde make a mendes for the same, and it was founde that there was no harme but onelie in his Mr. corne in Hardie Flatte . . .

Joh. Etton of Hoton on Darwente . . .

. . . [*begins as in G.601*] . . . relates the incident between the Prior of Kirkham and the Parson of Bulmer about tithe, after which the Prior and the Parson "did love verie well" and the Parson had furze for use in his kitchen . . . and he knewe that the said Catton abouttes xxx yeres sence was mercyed in Bulmer Courte for plewing of a balk in Hardy Flat lienge at side of a hedland there And further he saithe he hathe herde olde men sey that one Hardye wif did give the said Hardie Flate to the Priorie of Kirkham to thintent to have everie daye newe brede of the said daie it was baked and that she choked of the firste mouthfull and dyed.

Thos. Sparlinge of Welburne, husbandman, aged 50 . . .

. . . at the Courte holden at Bulmer abouttes the feaste of thinven-cyon of the Holie Crosse last Maistres Aslabie was mercyed for plewing of a pece of a balke betwixte the landes that thinhabitantes of Welborne holdethe and Hardie Flate, and further he saieth that he and other of the tenants of Sir Rauf Bulmer dwelling in Welborne and beinge of an enquest for Sir Rauf Bulmer at a Court holden at Bulmer abouttes vi yeres sence perceivinge that the firmers of Hardie Flate plowed more then they ought to plewe in Hardie Flate were commaunded to go and marke howe farre the tennantes ought

to plewe in the said grounde by the Stewerde and he saith that he and his felloes sett markes with ther spade in the grounde accordinglie which order the tennauntes of the same hath observed hetherto . . .

Ric. Raynolde of Welborne, husbandman, aged 67 . . .

. . . abouttes xxviii yeres sence he was servant to the parson of Bulmer called Sir Geo. Jackeson and at the Parson commaundement he and one Thos. Pinder then servant to the Parson nowe decessed did fetche with his Mr. draught xxx stowkes of tieth barlie whiche did growe in the grounde called Hardie Flatt now in traverse and furthe of the same Mr. Ric. Aslabie then beinge fermor of Hardie Flat and carried the same xxx stowkes to his Mr. tiethe laythe at Bulmer without lett of any man and he saythe he tolde the stowkes and toke the x stowke accordinge to his mayster commaundment which everye tent stowke extend to xxx stowkes in thole . . .

Joh. Mychell of Bulmer, laborer, aged 60 . . .

. . . in harvest next comyng shalbe xxiii yeres as he remembrethe he was servant to Sir Geo. Jackson then Parson of Bulmer and by his Mr. commaundement did go to Hardie Flat with his Mr. draught accompaned with one Edwd. Calverde his Mr. tiethe gatherer and brought a lode of harde corne viz. of wheate and rye which was set furthe in stowkes and tiethed and marked with docken stawkes and he sayth that ther came to theme when they were ledinge the wheate and rye iii of the Chanons of Kyrkham and asked for ther Mr. and they said ther Mr. was at home and they went to Bulmer to him an this deponent and Edward went home with the lode of wheate and rye to his Mr. lathe of Bulmer and then went agayne and fetched other iiii tiethe stowkes whiche was in Hardye Flat whiche they could not carye at the first lode which iiii stowkes they led to Bulmer lykewise and he sayth that when they came for the iiii stowkes the Prior of Kirkham came to Welborne and this deponent was ther and dranke with hime and his Mr. and he sayth that the Prior and his Mr. agreed the said tyme that for ther two lyves the Parson of Bulmer shuld have in recompense of the tiethe corne of Hardie Flat after that yere xii salte fyshe and so manye heringes as wold find his Mr. house for the Lente season, an eshe tre when he stode nede eyther to Mr. Aslabie dyke stalles in Cornewell dyke stalles and so many whynnes to be tayken of Whittwell More as he wolde occupie for his owne use and Sir Geo. Jackson then declared openlie to the Prior that yf he the Parson dyed the Parson could have the tiethe no longer and yf the Prior dyed before hime he wolde enter to his tiethes in Hardie Flat agayne Wherunto the Prior condiscended and then this deponent went for the fower stowkes of corne afforesaid . . .

Willm. Beckfeld, Vicar of Westow . . .

. . . the Curate of Kirkham goeth in his procession in Crose Days aboutt certayne groundes of this deponent parishe of Westowe . . .

the last Crose Days save one he this deponent goinge in procession did mete the procession of Kirkham betwixt Connygarth hede and Hopp Howe Hill which is within the parishe of Westowe . . .

Thos. Sisson of Hinderskelf, wright, aged 60 . . .

. . . before his first departure from Whitwell he knewe one Thos. Oliver which was fermer of Hardie Flatt abouttes li yeres sence or therabouttes, which Thomas was this deponent god father, And two yeres this deponent remembrethe that Oliver did occupie the ground and then died and then came one Lawrence Catton to the fermeholde and was fermer of Hardie Flatt as he now remembrethe about vi or vii yeres and after hyme came Thos. Aslabie which was brother to Richerd Aslabie and he dwelte ther abouttes thre yeres and then wente to Barwicke and was a capten ther and was slayne at Flodan Felde and after he departed frome the fermehold one Richerd Aslabie entred to Whitwell Maner and occupied Hardie Flatt and dwelt ther when this deponent departed and then after his comynge to Whitwell agayne Thos. Aslabie occupied Hardie Flatt . . .

XXVIII.—R.VII.G. 603.

A.D. 1556.

Joh. Watson, Vicar of Atwycke, against James Bolton, Hen. Bolton, Chas. Hall and Thos. Robynson, all of Hornesey.

This is a suit for tithe in the usual form, but was brought before the Chapter of York in the absence of the Dean and in the vacancy of the archiepiscopal See. Its chief interest is in the references to Bridlington Priory and to the descent of lands formerly held by the Priory.

[*Articles. Latin*].

Ds. Edwd. Chartor during his life and at the time of his death was perpetual Vicar of the parish Church of Atwike and died in the month of February or in Lent A.D. 1553.

Ds. Joh. Watson was and yet is perpetual Vicar there and the immediate successor of Edwd. Chartor.

All tithes of calves lambs wool hay herbage and all other tithes within the parish except the tithes of garbs and corn both by composition and by prescription belong or ought to belong to the Vicar for the time being.

Each and all of the defendants from the Feast of the Invention of Holy Cross which was in A.D. 1554 to the same Feast in 1555 have occupied and had to farm a certain close or pasture or certain closes or pastures called The Eist Syde of Skyrlington within the bounds of the parish of Atwike.

They pay for the yearly rent of the pasture xxli.

They had in the same year in autumn by themselves and their men and converted to their own use hay growing in that pasture to the quantity of 40 wainloads, the price of each load by common estimation being vs.

They have consumed all the rest of the herbage of the close with their own animals or with others taken to agistment there . . . the

hay and the rest of the herbage extends by common estimation to the sum of the said annual rent and xls. besides to the gain of the four defendants for their labour and diligence in the occupation of the said farm or pasture.

They have refused to pay tithes.

The Answers of the defendants are made separately, but are all of the same pattern.

[*They admit Articles i. and ii, and Article iii, the tithes in the demesne lands of Skirlyngton excepted*] but he saith he beleveth that if any dwelte ther as hirdes and kepers of the grounde they ought to pay the tithes.

iv. . . . [*admitted*] . . .

v. . . . he sayth that the kynges rent there is sex or vii pownde at the moost and he saithe he paide more to Mr. Mansell and therefore hadde losse by it and therfor wold have it no [*? more*] but how moch they gave for that yeres rent he saith they are not bounde to declare.

vi. . . . he admits 7 wainloads, and believes the value to be 4s. and no more.

vii. . . . [*admitted*] . . .

viii. . . . they hadd grett losse by the said farmhold for that yere wherfore that article is not trewe.

ix. . . . they paide no tiethe for because it is demayne land lately perteyning to the abbay of Birdlyngton and is not chargeable with payment of any tithe . . .

[*Attestations*].

Joh. Jeffrayson of Atwike, husbandman, aged 50 . . .

. . . all the tithes appertenynge to Skirlington beinge within the parishe of Atwike tithe corne onelie excepted doth apperten and belonge unto the Vicare of Atwike excepte such ground belonginge to Skirlington as the Prior and Convent of Bridlington did hold in ther owne handes which ground the Ladie Tunstall entered unto immediatelie after the dissolucion of the house of Bridlington and nowe Mr. John Mydleton hath the same in his occupacion which ground he saith he did never knowe paye any tithe oneles that he hath seen certayn which the Prior and Convent wold have given for shepe or meres or any that renewed of the said grounde and so he hath knowne Robt. Mowdrope the [*?*] of the house Joh. Tod Cayter of the house paye wooll and lambe to the Vicare of Atwike then called Sir Edwd. Charter of this deponent [*? sight*], and such groundes as the defendants at the tyme libellate hade in ther possession and occupienge hath both in the Abbey tyme and sence paid all manner of tith to the Vicare of Atwike salvinge tith corne . . . he was tennante of all the said groundes in Skirlington that the defendants held at the tyme articulate xx yeres before the Abbay was dissolved and ii yeres after the dissolucion therof And all this tyme he paid all manner of tithes to the Vicare of Atwike excepte

corne, and sence this deponent went frome the said farmhold the Vicare of Hornsey toke the said grounde and lett it first to Robt. Connyston who occupied it about ii yeres, and then the Vicare of Hornsey did lett the grounde to Willm. Trott who occupied as he thinke the said grounde towe yeres or therabouttes and he saith that both Connyston and Trott paid all the tithes renewinge upon the farmehold in Skirlington (which the defendants at the tyme libellate hade) for the tyme of there beinge there tennantes as aforesaid to the Vicare of Atwike of this deponent sight And then Mr. Ric. Mansell did recover the farmhold frome the Vicare of Hornese which is as he thinks abouttes x yeres sence sence which tyme he hath knowne no tith paid of any things which renewed upon the farmhold . . .

. . . he thinks that if the defendants hade lede the haye by wayne lodes ther wolde have been xxx wayn lodes of haye which did growe upon the farmhold the yere libellate but he saith they caried the hay with a horse and a slede and stacked it in the said grounde And further he saith that by all the tyme in the which this deponent was fermer of the said grounde he hade yerelie thirtie lodes of hay growinge in the same and some yere xl lodes, and for the prise of everie lode he saith and he thinkes that every lode of the haye by common estimacion of men therabouttes was worth iiis. iiiid.

Robt. Medley of Atwike where he has dwelt for xii yeres, husbandman, aged 36 . . .

. . . saw Willm. Trott pay his farm in money to Sir Edwd. Charter . . . and also a tithe lamb . . .

Fra. Caley of Atwike where he hath dwelt from the time of his birth, husbandman, aged 27 . . .

. . . [*gave similar evidence to the above witnesses*] . . .

Sentence was for the prosecution in the usual terms.

The Court valued a load of hay at 4s., which was the value proposed by the prosecution.

XXIX.—R.VII.G. 1093, 1094, 1201, 1205, 1206. A.D. 1562 and following.

A complicated set of files, which it was possible to assemble only gradually. In consequence of the widely scattered condition of the files, some of those which actually refer to later stages of the cause were indexed before those of earlier date which had strayed into different and unrelated parts of the Registry archives. The matter of the cause is not, however, of any great complexity; there is the quite common claim for tithe of agistment of cattle, and in addition, the prosecution put in a plea for increased agistment to cover the cost of "improvement" done on newly inclosed land, by which all the users of the land gained the advantage of better pasture.

Michael Rawden, as Farmer of the tithe of Rawden Moor, or possibly of the whole Rectory of Guiseley, against Anth. Johnson.

File G. 1206 seems to be early in the process of the suit, and may give the original form of the Libel for the prosecution. The Articles are much rubbed and faded.

[*Articles for Rawden*].

. . . within the parishe of Gyesley hath bene and yet is a certain grownd called Rawden More . . .

. . . the grownd called Rawden More before thre yeres last by past was a barraine waste and heythye growend wherupon no profett at all or at the least very lyttle profett was tayken . . .

. . . within this thre yeres last a certain part or parcell of the said grownd hath been and ys tayken in and inclosed by Mich. Rawden . . .

. . . Mich. Rawden hath spent and bestowed great troble and labour and also great costes and charges in dygging up stones and carieng them furth of the grownd so laitlye inclosed and in stubbing and dygging up the heythe and burning the same upon the inclosed growend without whiche the inclosed growend cold never have bene made fartyll nor mete eyther to beare good corne or good gresse . . .

. . . by reason of the premisses the inclosed growend is nowe become and maid an indefferent fartyll growend and hath borne corne indifferent good . . .

. . . the tithes libellate dyd growe and happen within the said inclosed growend the yeres and monithes libellate . . .

. . . in the Parliament of 2 Edward VI it was provided by the authority of Parliament That all such barraine heyth or waiste growend other than such as shall be charged for the payment by Acte of Parliament which before that tyme haith beyne barren and paide no tythes by reason of the same barrennes And now be or here after shall be improved and convertid into arable growend or medowe shall from hensforth after the ende or tearme of vii yeres nexte after suche inprovement justelye endyd and determyned pay tythe for corne and haye growinge upon the same anything in the sayd Acte to the contrarye notwithstanding . . .

. . . the grownd or place where the pretended tythes in variance libellate dyd growe was at the mayking of the sayd Acts a barrayne heath or waste growend, and afor the tyme of mayking the Acte dyd lye barren and payd no tythes by reason of the same barrennes . . .

. . . in the said Acte of Parliament it is further providet That if any barren waste or heythe grownde had before the tyme of mayking of the Acte bene charged with the payment of anie tythes And that the same were hereafter improved and converted into arable grownde or medowe That than the awner or awners therof shall during vii yeres next folowing from and after the same improvement pay such kynde of tythes as was payd for the same before the improvement . . .

. . . sence the improvement of the inclosed growend ther is but thre yeres yet past . . .

The Attestations follow the Articles point by point, and really add very little ; most of the witnesses agreed that Rawden Moor "for the space of xviii yeres before thre yeres last past was a barrane wayst heathy and lynkey grownd" . . .

[*R.VII.G. 1094 has Articles and Attestations for Johnson against Rawden*].

[*The Articles*].

. . . [*Land having in it two qualities ought to be estimated and judged according to that quality in it which is greater and more abundant*] And therefore a new Intakk having in yt v xii or xx tooftes or bushes of heath cannot therefore be counted or judged a heath ground bycause the more parte of yt is noo heath ground . . .

. . . the Intake mentyoned in the matter exhibited by the partye of Michaell Rawden taken forth of Rawden Moore and inclosed by Michaell and others dooth contein by estimacion the quantyte of lxx acres or there abowtes . . .

. . . if all the tufts or bussches of heath which were growing in the Intakk at tyme of first ploughing therof had bene growing to gether lyke as in deed they did grew in dyvers and sundrye places yet woold not the heath so growing have extended to the third parte nether yet to the forthe parte nether yet to the fyft parte of the grounde . . .

. . . immediatlye before the taking in and ploughing of the Intakk the moore parte of the ground taken in was fair and good grene gyrs and swerth ground, yea twoo partes of yt yea three partes of yt was grene and swarth ground . . . and noo heath growing upon yt . . .

. . . the heath growing on the ground was small and fyne heath or at the least ways yt was such as neded verey litill digging upp or stubbing upp but it might have bene and in deed was at the least ways for the moore parte or in a manner all ryven upp with the ploughe onelye at the first ploughing therof . . .

. . . the Intakk at the first ploughing therof which was about thre yeres syns was ploughed and made redie for sawing of corne on yt with lytill moore laboour or charges then if it hadd bene land used yerelye to be tyllled . . .

. . . if thei did gather the heath together which was ryven upp with the plough on the said ground into heaps and burned it there was moore commoditye then labour in so doing for the assches that came therof made the ground muche moore fartyll by common estimacion of all husbands and tillers of land . . .

. . . verey lytill labour costes or charges was made of the Intak at the first ploughing therof in digging and taking upp of stoones for suche stoones as were taken upp remayneth yet there abowt the Intakk redye to be sene whiche ar not great not yet many in nomber, for a man to say that there was great cost charges and labour in getting them forth . . .

. . . the Intake immediatlye before yt was so inclosed was a verey good pasture ground for all maner of Cattell as horses mares kye sheepe swyne and gees and so coold not nor cannot be extemed or judged to be a barren or wast ground or moorishe ground nor yet a heath ground, for so muche as the farr moore parte of yt was grene gyrs before yt was ploughed upp . . .

. . . all and everye suche cattell as is aforesaid being of the towneshipp of Rawden whiche is of the parishe of Gieslay did yerelie use to pasture and feed in the place of the Intake And the parson or fermour of the Church of Gyesley yerely used to receave and have tythes of the cattell as tythe foole tythe woole tythe lambe tyth calf tythe mylk tythe pyggs and tythe gees . . .

. . . although the place where the Intake is situate be called is called Rawden Moore yet namelye in the same Intake there nether was nether yet is any moorishe weet sobbed or rotten ground but is and always hayth bene a good and fair ground meet for gyrs and corne . . .

. . . it is a common usage of the same cuntrye to call their common pasture a moore althoughe there be lytell or noo morish ground in yt . . .

. . . th inhabitants of Rawden by reasone of the Intake cannot kepe so many sheepe and other cattell as they used to doo before the Intake [*was*] taken in And that by thoone half And so yt cannot be called a barren or wast ground that was so good a mayntennaunce for suche cattell as is aforesaid . . .

The Attestations on the Articles follow exactly the statements of the Articles point by point, with little addition.

[*Thos. Lynley of Deane Graunge in the parish of Gieseley, gen. aged 40, adds*] :

. . . the Intake contains 50 acres.

. . . before the first ploughing it was for two thirds faire and good grene girse ground and bente and swerthe ground . . . but few stones lyeng there and those that is ther is but suche as is in other earable groundes . . .

. . . ther is one pece of bentishe ground which is something wete in winter but in somer it is and longe haith bene fair and dry mete for gris or corne.

VII.G. 1201.

A.D. 1564.

Johnson put in a set of Articles against Rawden, with which are Responsions, Attestations and Interrogatories.

[*Articles*].

. . . the Intake mencioned in the former matter of Mr. Rawden before the inclosing improving and plowing of the same had growing on it and in it no greene gresse except it were in and about the sheppe Raikes or paithes And in and about the hye waies whiche laye in the Intake before the improving theireof . . .

. . . the greene gresse that grew in and about the hye waies and the sheppe raikes and paithes before the inclosing improving and tilling of the Intacke yf it had bene laid togetheir did not extend to the quantetye of the fift part sext part seventh part eight part nenthe part or xth part of the ground . . .

. . . that the plowing of every acre plowed and tilled wythe in the Intacke for every tyme that it was plowed stood to and cost vis. viiid. Beside the meat and drinke of the plowmen Beyng iii or iiii at everye plowe And also beside the labour and charges of many workmen laboring and digging upp of stones thorne busshes heathe or lynge that was on the same ground . . .

. . . that every acre tilled within the Intacke was iii tymes plowed at the least before it came to any fitnes or aptnes to receyve any foode corne . . .

. . . the Intacke is devided emongst all the inhabitantes of Rawden and every of the inhabitants haith his porcion theirof And Michael Rawden haith but only to his owne use iii acres for his porcion and shaire of the Intacke . . .

. . . Michaell Rawden by reason of the said iii acres and by reason of the corne and strawe that he recevith and taiketh yerelye of the iii acres may keppe and dothe keppe upon the common of Rawden a greater number of catell and horses then he might keppe or ded keppe afore the inclosing and improving of the Intacke Because now, sens the Intacke was taken in, he haith more fodder to keppe his horses and catell wythall . . .

. . . every inhabitant of Rawden by reason that they have more fodder then they had before the Intacke was improved may and do kepe more horse and cattell then they did keppe . . .

. . . by reason of the premisses the parson or fermer may have and receave, and in dede dothe receyve yerely more tiethe of fooles woll calves mylke lambe and giese then they dede before or at least as muche . . .

. . . the common of Rawden is so great and so large that yf there were twies as muche of the barron heithe and wast grounde inclosid from the common as the Intacke extendid unto, every inhabitant of Rawden might gett twies so muche more fodder then they do now And by reason theirof every of the inhabitants might kepe upon the common as many mo horses and catell as they do at this presente or at the leaste halfe as many mo . . .

2. [*The Answers of Rawden*].

[*He denied entirely Articles 3, 4, 5, 6, 8, and 9 as untrue*].

ii. . . . the Intacke conteyneth as he belevyth xl akars . . .

vii. . . . the ashes made the grownd something more fartill . . .

x. . . . the parson or farmour dyd yerely use to receyve the tiethes for the cattell pasturyng within the limittes of the townshippe of Rawden, saving the grownd where the Intacke is, being then barren and waiste . . .

3. [*Interrogatories for Johnson to the witnesses for Rawden*].

. . . whether the Intak where the tythes in sute did grew were taken forthe of the best parte of Horseforth Moore or nay, and where leest ling or heath did grew or els forthe of that parte of the Moore where most heath or ling did grew.

. . . whether he was present at the first ryving up of the Intak and did se yt in the first plowing therof.

4. [*Attestations*].

[*The witnesses as usual in this suit closely follow the Articles ; their main business was to decide the amount of grass growing in the Intake*].

Joh. Bayley of Woddall in the parish of Calverley, yeoman, aged 65 . . .

. . . no green grass in the land which became the Intake onles it were in some places emongest the ling bent or brakens thereof that some little plattes of grene grasse grewed . . .

Joh. Alanbrigg of Idle in the parish of Calverley, clothier, aged 55 . . .

. . . saving that ther was some grene gresse that grewed in some slackes of the same grounde and some gresse pyles that grewed emongest the ling bent and brakens of the same grounde . . .

Ric. Gibson of Whitecote in the parish of Leedes, husbandman, aged 54 . . .

. . . there canne no newe ryven up grounde be tilled with any fewer tymes plewing . . .

VII.G. 1205.

A.D. 1563/4.

This file, which is perhaps slightly earlier in date than the rest of the group, refers to another suit, brought by the same Anth. Johnson against one Willm. Dawson. The land concerned is evidently the same as before, although it is usually called in this file Horsforthe Moor instead of Rawden Moor, or perhaps more accurately it adjoined Rawden Moor and originally was part of the same ground though now a separate enclosure.

[*Articles. These follow exactly those in G. 1094, with the substitution of "Horsforthe Moore" for "Rawden Moor", and*]:

. . . the Intacke is from Horsforthe Moore and inclosed by William Dawson and others . . . contains fitye acres or there abowtes . . .

2. [*Answers of Dawson*].

ii. . . . [*the Intake contains 31 acres*] . . .

v. . . . the more parte of the same grounde was digged up with hackes and spades after it was plewed and all the same was wrought up with mans handes and burned . . .

ix. . . . the cattell articulate did sometyme pasture their. Yet the parson or fermer cannot nor is not hyndred of any of his tiethes.

by the taiking in of the intaike by reason that Horsfurth More is so great that it will and may easily keppe mo catell then the inhabitance of Horsefurth have so put their on . . .

3. [Attestations].

These follow closely in form and in content those in G. 1094. Indeed, it is clear from an erasure in the evidence of Humph. Hogeson that the clerk confused the two suits, for one clause begins . . . The Intacke callyd Rawden Moore . . . and the words "callyd Rawden Moore" have been struck through. There are, however, some variations of interest.

. . . there was shepe raikes and wayes lying thoroughe the Intacke before it was inclosyd . . .

. . . the grownd before it was tayken in was fayre and plaine and the shepe might goo at libertie . . .

Humph. Hogeson of Letheley gresman, aged 65 . . .

. . . the Intacke callyd Rawden Moore butteth upon the East syde of the Deane Grainge upon the West syd and North syd of Rawden Moore and upon the South syde of Rawden felde.

John Casse of Geyseley husbandman aged 40 . . .

. . . [the ground] butteth of the South syde of Rawden Braiton Brigs corne feld of the North syd upon the over end of Deane Moore of the East syd upon Horsefurthe Moore upon the West syd of Rawden Moore.

. . . there was many shepe raikes in the intak of Horsefurth Moore before it was inclosyd but howe many he cannot depose, and a foote waye and a wayne waye.

. . . the inhabitantes of Horsefurth may kepe as many cattell shepe and horses on the Common of Horsefurth nowe as they might do before the intakke was maid and specially in wynter yet not so well in sommer as this examine thynkyth.

. . . parson Boyes being parson of Giesley confessed that he hath had tythe of yt hime self and his fermors . . .

[Estimates of the area of the ground varied between 30 and 40 acres].

VII.G. 1093.

This file may well be left to the last, as it adds little to the knowledge of the case, being concerned mainly with one of the typical forms of defence, by attacking the character of witnesses for the other side. Rawden brought forward a Libel of 15 Articles which combine denial of the statements brought forward by Johnson with charges that the witnesses for Johnson are poor men, unreliable and biassed. The attestations of Rawden's own witnesses consist merely of a series of repetitions of the assertions made in the Articles.

[Articles].

i. . . . [the witnesses aforesaid viz. Joh. Teale Humph. Hodshon James Casse Anth. Whitfeld Willm. Shutte Peter Bunnye and Thos. Lynley all and singular at the time of their production were and still

are poor and needy men, light persons and of damaged reputation and favourers of this cause on the side of Johnson] . . .

ii. . . . [*no faith or little is to be given to the statements of James Casse because he was and is now a servant of Anth. Johnson in Giesley*]

For by all the tyme aforesaid and long afore and syns James Casse haith gethered and receyved aswell tythe woll and lambe as other ecclesiasticall dewties to and for the use of Anth. Johnson of the parysheners within the parishe of Giesleye and so haith bene and yet is reputed and taken and accepted as factor and attorney for Anth. Johnson . . .

iii. . . . James Casse doth kepe a vittylling house wythin the parishe of Giesleye and Anth. Johnson usith and haith done long or this suit began and yet doth use to be host with James Casse his servant and factor . . .

iv. . . . Humph. Hodshon was and yet is servant unto Thos. Lynley which Lynley is farmer or tenant unto Anth. Johnson of the tiethe corne of the Deane Grange and for that cause favoreth the cause of Anth. Johnson as yf it were his maisters or his owne cause . . .

v. . . . H. Hodshon before the beginning of this suit was a very poor man . . .

vi., vii., viii. . . . [*So were John Teale, Anth Whitfeld and Willm. Shutt, respectively*] . . .

ix. . . . John Teale and Anth. Whitfeld by all the tyme aforesaid haith dwellid and yet doth dwell at a litle towne or village callid Small Bankes of the parishe of Addington which place is distant from the Newe Intacke by the space of vii, viii or ix miles And have very seldom or never seyne the place of the Intacke before the inclosing thereof Therefore it is not like that John and Anthony or either of theym have knowen the place of the Intacke before the inclosing thereof . . .

x. . . . [*Similarly Willm. Shutt, because he lives at Ylkeley 4, 5 or 6 miles from the New Intacke, can never have known it*] . . .

xi. [*James Casse is perjured, because*] in the beginning of his deposicion in this cause he deposith that he is but xl yeres old or thereabouts And answering to the third Interrogatory he deposeth that he hath knowen the Intacke xl yeres . . .

xii. . . . [*Thos. Lynley is perjured, because he said*] that he haith bene accustomed to ryde throughe Rawdenfild when indeed Rawdenfild afore this suit begane for this xxx or xl yeres continually haith bene and yet is a severall inclosid ground having no usiall throughe passage nor hieght way in it nor through it, netheir for strangers dwellinge owt of Giesley parishe nor for any of the parisheners of Giesley . . .

xiii. . . . [*Similarly Peter Bunnys is perjured, because he said*] that the inhabitanse of Rawden cannot kepe so many shepe and other cattell as they dede before the intacke was taken in by the third

part of their shepe and other cattell, when indeed the same inhabi-
tance of Rawden may nowe kepe as many shepe and other cattell
yea and mo shepe and other cattell then they might have done
before the inclosinge of the intacke By reason that nowe they gett
yerely more fodder for the salvegard of the same shepe and cattell
in the tyme of wynter yerely then they ded before the inclosing of
the intacke . . .

2. [*The Answers of Anth. Johnson*].

[*He denied entirely Articles 1, 5, 6, 7, 8 and 12*].

ii. . . . [*denied, except that Anth. Johnson both before the attestation
of James Casse as after*], hayth hyeryd hym by day tayle waiges to
go with this Respondent's servaunts to instructe theym what was
there dewe to receyve in the parishe because he dyd helpe to gether
the tiethes in the parishe when one Parson Holgill was parson there.

iii. . . . [*James Casse is neither servant nor factor to him*].

iv. . . . Lynley had the farm of Deane Grange corne for the last
yere onely and for a moore rent then ever this Respondent had for
it before . . .

xiii. . . . [*untrue*], for that that was the chesest [*i.e. choicest*]
pasture for shepe is nowe the intake articulate . . .

XXX.—R.VII.G. 1384 and 1455.

A.D. 1568 and 1569.

[*Mr. Geoff. Foliambe, farmer of Tickhill, contra Thurstan Rawsthorne*].

There are several files relating to this suit. The material relating
strictly to tithe is not of any particular value or interest, but there is
much incidental matter referring to the Friary of Tickhill and its in-
mates. Much of the files is taken up with more or less normal pro-
ceedings on "exceptions," that is, in attacks on, or defence of, the
character and reliability of witnesses, and this has value as illustrating
the history of religious who were neither pensioned nor beneficed after
the suppression of their house. The chief argument concerned
Richard Lonsdale, a former Friar of Tickhill, who evidently was not
beneficed nor even provided with a chantry, but passed his time in
visits to friends or to "gentlemen of worshippes howseis".

G. 1384.

[*The Articles set out*] :

. . . that within the Castle of Tikhill . . . ther was one house of
Freers or religious house . . . which house was suppressed and
dissolvid the xxxi yere of . . . Henry theighte . . .

. . . after the suppression the lands of the Friary were leased for
21 years. Thurstan Rawsthorne about ix yeares since did purchase
the sayde landes of our soveraigne ladye Quene Marie.

[*Evidence for the prosecution was given by*] :

Ric. Londesdaill [*clerk, dwelling within the township and parish of
Sutton on Lounde, aged 80 and more*] . . . beinge a Freer of the
howse of Freers or monasterie of Religious persons . . . at the

time of the suppression and dissolution of the same and also beinge broughte uppe in the same howse from the time that he was ten yeres of age . . .

Ric. Downeham [*of Tickhill, laborer, aged about 63*] . . . borne at Tickhill and continewinge ther altogether for the moste parte ever sence he was borne . . . by the space of two yeres before the dissolution of the same howse or monasterie beinge a servant in the same monasterie by the space of two yeres next before the suppression of the same and plowhinge and sowinge the arable lande and mowinge the meadow groundes belonging to the said howse . . . to the use of the prior and brethren of the same . . .

Joh. Thomsonne [*of Edlington, carpenter, aged about 75*] in the yere after the howse of Freres or monasterie of religiowse persones of Tickhill was suppressed and dissolved was servant unto one Sir Richerd Robinson who was prior of the said howse or monasterie before the dissolution therof, and at that time had in occupacion the howse or monasterie with all and singuler landes in the hole parishe of Tickhill which did belong or appertaine to the monasterie or howse of Freers, and for the space of that yere did helpe to plowghe and till the arable lande and mowe the meadowe groundes which did belonge to the said howse . . . and did also leade the corne and haie . . .

G. 1455.

[*The reply of the defence to this prosecution was a vigorous attack on the character of these witnesses, concentrated chiefly on Ric. Lonsdale*].

Nich. Storres of Bawtrie, yeoman, aged 60 . . .

. . . was borne in the parishe of Tickhill and after his birthe he saiethe he remayned altogether in the saide parishe untill he attayned to thage of eightene yeres and he also saiethe that he learned at school in the Freary or Religiowse howse of Tickhill by the space of vii yeres together viz. from the eight yere of his age untill the ende of his fiftenth yere of age or therabouts, with one Sir Joh. Raynolde chapleine to the Ladie Harisonne, a soioyner in the said Frearedge, duringe which tyme Richerd Londesdaill clerk was a Frear of the same Frearedge of Tickhill and longe after viz. unto the tyme of the suppression therof or therabouts . . .

[*Londesdaill was of generally bad character during that time, and Storres*] did se him often and many tymes put into prison in the saide howse and kept ther longe tyme together . . . he was an apostata and ranne awaye before the suppression of the Frearedge and was absent from the Frearedge at the suppression . . .

[*This witness attacked also Ric. Downham, a witness for the prosecution, by saying that he "is one of the Massendew of Tickhill and was . . . and yet is a common beggar and so licenced . . ."*]

Ric. Moodie of Elkesleye, carpenter, aged 32 [*gave almost the same evidence*].

Agnes Foxe wife of Henry Foxe of Rotherham, aged 70 . . .

. . . was borne in the towne and parishe of Tickhill and continewally remained and dwelt in the same towne and parishe from hir birthe untill she was xxx yeres of age By reason wherof and by her resortinge to the Frearedge of Tickhill she knewe very well Ric. Lonesdaill clerk before he was maid Frear of the howse attende upon one Frear Watte a Frear of the howse and also knewe him many yeres after he was maid Frear viz. by the space of x or xii yeres . . . R.L. was a light person of evell conversation . . . he was often put in pryson and bounde in yrons for his evell behaviour and ther kept in yrons sometymes a weke sometymes a fourteenight together or more of her certein sight . . . within three yeres past he came to her husbands house at Rotherham a begginge for his almes and becawse she did answer him she had no other drink but new aill which he wold not drink being so aged a man he called her olde witche and rayled verie undecentlie most like unto a person utterly withowte perfite discretyon . . .

. . . of her knowledge Roberte Turvyn for the space of two or thre yeres together not viii yeres before the dissolution of the Frearedge of Tickhill was Fermor and occupier of all the landes and meadowes belonginge to the Frearedge beinge in Tickhill parishe without the walles of the Frearedge and dwelt in a howse within the walles of the same Frearedge For she saieth that for and duringe the same two or thre yeres being the yeres next before her departinge from Tickhill she helped her father called Roberte Burley to gather tiethe corne of the corne growing upon the landes belonging to the Frearedge beinge in Roberte Turvyn occupation to the use of the prior and convent of Roche abbey . . . being parsons and proprietaries of the church of Tickhill . . .

• Joh. Gaunte of Tickhill, husbandman, aged 70 . . .

. . . was borne in the towne of Tickhill and hathe contynewed ther for the moste parte all his lieff tyme and yet dothe, and also learned at the schoole in the Freers of Tickhill from the fourthe yere of his age untill he was xv yeres of age and then went from the schoole but yet contynewed still in the towne of Tickhill and was abyding in the same even at the suppressyon of the Religiowse howse of Tickhill . . . [of his certain sight and knowledge at the suppression R. Londesdaill] was at the tyme of the suppressyon of the Freers of Tickhill madd and distracte and was bounde in yrons and imprisoned for his madnes and distractenes and was so madd and distracte from the tyme that he first knew him untill the suppression of the Freers which was by the space of xvi or xviii yeres that he was alwaies in prison for the moste parte and bound in yrons everie weke once and he hath hard him R. Lonesdaill yell and crye owte as madd men use to do . . . when he learned at schoole in the Freres he wente every daye twice once in the afore none and once in the after none to Roberte Turvyn howse to drink for he was his kinsman and when

he came to xvi or xvii yeres he lefte the schoole and wente to husbandrie under his father . . .

Thos. Bosvile, Vicar of Thornton Curteys dioc. Lincoln, aged 67 . . .
 . . . hathe hard Sir Ric. Robinson the last prior of the Religiowse howse of Tickhill divers tymes say that he did imprison Ric. Londesdaill clerk for his evell behaivour and noughtie lieffe . . .
 from 30 Hen. VIII for two or three yeres which was after the dissolution of the Friary he himself (Bosvile) was one of the fermors of the parsonage of Tickhill . . .

[To counteract this attack, the prosecution put in further witnesses, of whom the two most important were] :

ds. Joh. Throwpe [*clerk, Curate of the parish Church of Weston, aged 71*], . . . who . . . hathe knowen Richerd Lonsdaill by the space of threescore yeares last paste and yet dothe and also was a Chantrye preiste at Sutton upon Lounde beinge not vi miles distant from Tickhill by the space of xxx yeres together ended at the tyme of the suppression and dissolution of Chantries and religiowse howseis in this Realme of Englande at which towne of Sutton on Lownde R. Londesdaill was borne and his father and mother dwelt ther . . .

[he denied altogether the madness and binding of Londesdaill, and claimed close acquaintance with the Friary, since he] “many tymes did resort to the same religiowse howse and ther did mynister the Sacramentes.”

ds. Joh. Dodworthe [*clerk, Rector of Armethorpe, aged 70 . . .*]

. . . was a White Monck of Roche Abbeye beinge not past ii myles distant from the Religiowse howse of Tickhill by the space of xx yeres at the least next and immediately before the dissolution of the same, and oftentimes did come and resort to the towne of Tickhill and sometymes to the Religiowse howse of Tickhill and also was present even at the tyme of the dissolution of the religiowse howse of Tickhill and bought ii howseis belonging to the said Religiowse howse for an honest man of the towne of Tickhill . . .

. . . Lonesdaill hathe bene accustomed to lye at Sutton upon Lound with his frendes and yet dothe accustome to lye ther in winter tymes, and in somer goeth to gentleman of worshippes howseis . . .

. . . he (Dodworthe) was a White Monck of Roche Abbeye xx yeres together and more next and immediatelie before the dissolution of Roche Abbete, and even at the dissolution thereof,¹ and he saithe that the abbot and convent of Roche Abbey for and duringe the space of xxi yeres or more not fullie ended at the dissolution and suppression of Roche Abbey were fermors of all the tiethes

1. He appears in the Pension List of Roche Abbey, S.P. Dom. Hen. VIII, Vol. 14, Pt. i, p. 601 (Augmentation Book 233, 1539), as John Doddesworth; probably the same John Doddesworth who appears in the Caveats Book in the Diocesan Registry as admitted to the B.V.M. Chantry, Kirkbramwith, in 1540.

of the Rectorie or parsonage of Tickhill, by a lease to them maide by the prior and convent of Saincte Oswolds beinge parsons and proprietaries of the Church of Tickhill, and from the tyme of the beginninge of the lease unto the verie tyme of the dissolution of Roche Abbey which was about xix or xx yeres together he did wekelie twice in one weke resort to the towne of Tickhill to se the tithes gathered bothe in harvest tyme and other tymes and was steward or surveyor of the abbot and convent of Roche Abbey during all the said tyme and paid for gathering the tieth for leading it thresshyng and carienge the same . . .

XXXI.—R.VII.G. 1338.

A.D.1569.

Hen. Mody, farmer of the Rectory of Swine, contra Hugh Cowper. Most of the file presents no features other than those usually and conventionally found in tithe causes. The Articles state that within a year of the suppression of the Nunnery of Swine Sir Joh. Constable was purchaser of the demesnes, including Owbrughe Grange, which he leased to Hugh Cowper. The Attestations have details of interest.

[*Attestations*].

Wm. Hodgeson of Swyne husbandman etatis . . . lx . . .
 . . . dwellinge and continewinge within the parishe of Swyne by the space of this xl yeres last past and yet doeth and beinge a worke-man in the same monastery or abbey by the space of xii or xiii yeres together immediatly before the dissolucion of the same . . .
 . . . the priores and convent of Swine did occupie the landes in ther owne handes at the dissolucion therof Savinge he hard saie ther was a deary man which occupied xx kyen and paid certen butter and chese to the monasterie for the same . . .
 . . . for two yeares past he has paid tithe to Hen. Modye for the pece of the close which he occupieth being parcell of Owburgh Grange for feare of troble in the lawe . . . [*he is worth 10li*].

Ra. Hall of Swyne husbandman, aged 54 . . .
 . . . dwellinge and contynewynge within the parishe of Swyne by all the space of these xxx yeres now last past and yet doethe and beinge howseholde servaunte in the same monastery by the space of vi yeres together immediatly before the dissolucion . . . [*he is worth 40s.*].

Wm. Person of Swyne husbandman, aged 46 . . .
 . . . borne in the parishe of Swyne and contynewinge ther ever sence and yet doeth and resortinge to the monastery dyvers tymes before the dissolucion therof and knowinge the same vi or vii yeres before the suppression . . . [*heard Sir Joh. Constable's letters patent read in the hall house at Burton Constable*], which he did not well understand when they were redd because they were in Latine . . . is a tenant of Sir Joh. Constable and holds a pece of a close parcell of the demaynes which he paieth v nobles rent for . . . [*he is worth 20li.*].

The same witnesses appeared and gave evidence almost in the same words in another suit for tithe in Owburghe Grange, R.VII.G. 1529, brought in 1571 by Henry Modye against Chris. Atkinson, in which the sentence was for Modye. He stated that he had been farmer since Easter 1563, and gave values for the various kinds of tithe concerned :

a stone of butter worth iis. vid. in 1563, 1564 and 1564.

a stone of cheese worth iis.

a tithe calf worth vis. viiid.

a wain load of hay, vis. viiid.

a fleece of wool, xvid.

a tithe lamb, iis. vid.

As these are prices put forward by the prosecution, they are probably a little on the high side.

XXXII.—R.VII.G. 3127.

A.D. 1569.

John Spencer, as farmer of the Rectory of Langtoft, against Willm. Thompson, Vicar of Langtoft.

This is a case of the farmer of a prebendal Rectory claiming rights of tithe from the Vicar of the prebendal Church. The file refers to a somewhat late stage of the cause, the Articles being those for the prosecution "against a second pretended matter" of the defence. The Interrogatories, although brief, show clearly the line which the defence proposed to follow, and perhaps to some extent represent the mind of the Court also. This was to the effect that the farmer had no rights over the Vicarage. The Sentence is not found on the file.

[*The Articles. For the prosecution*].

i. . . . to the vicarage of Langtoft dothe belonge and hathe belonged for tyme out of remembrance other landes over and besydes the vi oxganges wherof tythe is demaunded in the libel in this cause exhibit viz. by estimacion aboute xxx, xl or l acres of land lyinge in Cottam feildes within the parishe of Langtoft

ii. . . . the Vicars of Langtofte vere often tymes have used to let to ferme unto lay men all their said landes lying in Cottom feild for v, vi, vii, viii, ix or x yeres

iii. . . . since this suite began the Vicar and John Spenser were bothe before Mr. Walter Jones nowe prebendarie of the prebend of Langtofte in Yorke Minster And the Vicar did offer and was content to put this cause of tithes to the arbitrimet and order of Mr. Jones.

iv. . . . Mr. Jones then said that he did accompte yt in a manner to be his owne cause And therefore he would not meddle to take order betwene the Vicar and John Spenser in the same matter And willed John Spenser to go forward with his suite For yf it were the right of his prebend he woold not loose it or suche like woordes in effect

v. . . . aswell John Spenser duringe the tyme that he hathe bene fermor of the prebend as also all other fermors of the prebend before him by the space of . . . xl yeres and by the tyme out of

remembrance hath taken and had tithe corne renewing upon the xi oxganges in the name and in the right of the prebendaries of Langtoft and as their fermors and not in their owne right . . .

vi. . . . it is the common opinion in Langtoft to the effect of the last article.

[*The Interrogatories. Latin headings*].

i. Let each witness be asked the cause of his knowledge on each point.

ii. Let each witness be asked how many prebendaries of the prebende of Langtoft he haith knowne and what were ther names and surnames.

iii. . . . whether ever he did here any of the prebendaries say that ther farmers had or ought to have tieth paid unto theim of the land belonging to the vicariag of Langtoft when any Vicar occupied the same.

iv. . . . whether he beleve that any of the prebendaries of Langtoft did ever se or knowe of any tiethes of the land belonging to the said vicariage paid unto ther farmers.

[*The Answers of the Vicar of Langtoft to the Articles for the farmer of Langtoft. 1 July 1569*].

i. . . . ther are 80 acres of land in Cottom feildes within the parishe of Langtofte which have belonged and do belonge to the vicaredge of Langtofte by all the tyme articulate over and besides the vi oxganges whereof tieth is demaunded in this sute.

ii. . . . [*admitted as true*] . . .

iii. . . . sence this sute beganne he and John Spenser were both before Mr. Walter Jones . . . and indede this respondent was then contented to put this cawse of tiethes to the order of my Lord Suffragane, Mr. Dr. Rokeby or Mr. Walter Jones.

iv. . . . at the tyme Mr. Walter Jones did say unto this respondent Mr. Vicar for that this sute betwixt John Spenser and you something to cheth me, I will not medle in it Therefore I think it best yow go to my Lord [*i.e. the Archbishop's Official, not Bishop*] Suffragane Mr. Dr. Rokeby to order it.

v. . . . John Spenser during his being fermor of the prebend of Langtofte and also all other fermors before him during the space articulate have had and received tieth corne of the vi oxganges of land untill about ii yeres sence but not in the name or right of the prebendaries of Langtofte but in ther owne names For he beleveth that the prebendaries ther in whome the proprietie is never knewe of payment or of receving tieth corne for the said vi oxganges or any of them.

vi. . . . [*denied altogether*] . . .

[*The Attestations*].

The examination of the witnesses named below was taken before the Venerable man Mr. John Rokeby, LL.D., in the presence of me Edward Fawcett notary public on the 16 day of July, A.D. 1569.

The witnesses are carefully described as being of the Jurisdiction of the Dean and Chapter of York, since the cause referred to prebendal lands.

Hugh Beyle of Langtoft, husbandman, aged about 50 . . .

i., ii. . . . [*not examined on these articles, as the defence admits them*] . . .

iii., iv. . . . one day about a fournighte before Chrestenmas laste paste what day he doyth not now remembre about x or xi of the clock in the fore none of the same day he was present in Yorke Mynster where and when he dyd se bothe the Vicar and John Spencer bothe before Mr. Walter Jones now prebendary of the prebende of Langtoft at whiche time he dyd here the Vicar offer to Mr. Jones that he was contented to put this cause of tiethes to the arbitrament of Mr. Jones And Mr. Jones then sayd unto the Vicar that yt was his owne cause and in his owne right and therefore he wolde not medle to tayke order betwene the Vicar and John Spencer in the same matter sayenge further that yf yt were the righte of the prebende he wolde not lese yt . . .

v. . . . aswell John Spenser duringe the tyme that he haythe been fermer of the prebende of Langtoft as also all other fermers of the prebende before hime by the space of xl yeres together next before this suite began haythe tayken and had tiethe corne renewinge upon the sex oxganges in the name and in the righte of the prebendaryes of Langtoft and as their fermers and not in their owne righte of this examinate certaine knowledge beinge borne in Langtoft and dwelling ther all his lief time savinge iii yeres to gether ended about xviii yeres ago whiche thre yeres he dyd dwell at Skakelthorp and dyd many times resorte to Langtofte and he haythe harde say that the fermers haythe so had and receyved the corne of the vi oxganges time owt of mynd and he never hard the contrarye until this suite began . . .

vi. . . . [*this is the common opinion of the neighbours of Langtoft, and he has heard the same opinion*] namely of Sir Robert Skaylinge preiste late Vicare of Langtoft beinge of the aige of lxxx yeres [*and of other aged men*].

Francis Taylior of Langtoft, husbandman, aged about 42 . . .

. . . [*was present in York Minster with the first witness, and overheard, and "drew nere to here", the conversation between the Vicar, Spencer, and Mr. Jones; in all else he repeats and confirms the evidence given by Beyle. He gives a particularly full answer to the second Interrogatory*]:

. . . he haythe knowne five prebendaries of Langtofte viz. first Dr. Marser whose Christen name he knoweth not then Mr. George

Palmes Doctor of Law then one Mr. Norton whose Christen name he knoweth not and then Mr. Thackham whose Christen name he knoweth not and now Mr. Walter Jones . . .

[*The Responsions of the Vicar in defence, taken actually before these attestations on 1 July 1569, stated*] :

i. . . . that ther are iii^{xx} acres of land in Cottom feildes within the parishe of Langtofte which have belonged and do belonge to the vicaredge of Langtofte by all the tyme articulate over and besides the vi oxganges whereof tieth is demaunded in this sute.

ii. . . . [*admitted*] . . .

iii. . . . that sence this sute beganne he and Joh. Spenser were both before Mr. Walter Jones . . . and indede this respondent was then contented to put this cawse of tiethes to the order of my L. Suffragane Mr. Doctor Rokeby or Mr. Walter Jones.

iv. . . . that at the tyme Mr. Walter Jones did say unto this respondent Mr. Vicar for that this sute betwixt John Spenser and you something togeth me, I will not medle in it. therefore I think it best yow go to my L. Suffragane Mr. Doctor Rokeby to order it.

v. . . . that Joh. Spencer during his being Fermor of the prebend of Langtofte and also all other Fermors before him during the space articulate have had and received tiethe corne of the vi oxganges of land untill about ii yeres sence but not in the name or right of the prebendaries of Langtofte but in ther owne names For he beleveth that the prebendaries ther in whom the proprietie is never knewe of payment or of receving tiethe corne for the said vi oxganges or any of them.

[*He denied the sixth article*].

XXXIII.—R.VII.G. 1453.

A.D. 1569/70.

Hugh Bethell, as farmer, contra Robt. Herpham, for tithe hay of the Abbey Ings of Ellerton.

The file presents little of an individual character ; the main interest is in the incidental details given by the witnesses about themselves.

[*The Attestations*].

Willm. Blackburne [*of Eastcottingwith husbandman, aged 50*] . . .

. . . this examinate dwellinge and continuinge in the layte abbaye and monasterye of Ellerton by the space of xvi yeres nexte and immediatlye before the dissolucion therof and at the tyme of the dissolucion therof sence which tyme he dwelt and continued in East Cottingwythe and yet doithe whyche is distante frome the layte dissolved monastary about halfe a myle doithe verye well knowe the Abbaye Inges libellate . . . abuttinge nexte unto a playce callid the Pickerynge Inges . . .

. . . [*for the last sixteen years the rent of every acre in the Abbey Ings was 3s. and the tithe hay 4d. in money. The Ings were of ten acres, and were let out in acre lots or thereabouts*].

Joh. Blansharde [*of Ellerton husbandman, aged 56*] . . .

. . . beinge borne in the towne of Ellerton and dwellinge in the same frome the tyme of his birthe for the space of one yeare then nexte folowinge his birthe and flitted frome thence to Pocklington where he dwelte untill wythin viii yerres next before the dissolucion of the abbaye in wych towne of Ellerton he continued for the same viii yeares and then came to dwell where he remayned in the towne of Northe Duffield for the space of xxtie yeares then nexte folowinge endid aboute v yeares sence wyche Northe Duffield is distante frome Ellerton aboute a myelle and a halfe and for thies v yeares laste he hayth dwelte and yett doithe in the towne of Ellerton . . . immediatlye folowinge the dissolucion of the abbaye viz. within one yeare nexte after the same was one of the tenauntes that had to ferme ii acres of the grounde called Abbaye Inge and had the same for ii yeares together . . .

Joh. Driver [*of Ellerton servingman, aged 78*] . . .

. . . dwellinge and continuinge in the towne and parishe of Ellerton . . . and so haythe done durynge all the space of thies iii score and x yerres laste paste and yet dothe and dwellinge in the abbaye or monasterye of Ellerton the space of xx yeares together nexte before the dissolucion therof . . . [*he is worth in debtless goods 40s. . . . he is the domestic servant of Mr. Robt. Aske and has yearly of the gift of Mr. Robt. Aske 6s. for the payment of his farm which he holds of our Lady the Queen and also has of the gift of the said Mr. Robt. Aske his Master ii kye gresse yearlye*] . . .

Robt. Riche [*of Lethome in Awghton, husbandman, aged 52 . . . has lived in Awghton for twenty years after his birth and since then in Lethome . . . is worth in debtless goods 5 marks . . . he is the tenant of Mr. Robt. Aske and his farm is called the Grange of Lethome and the rent of the same farm yearly extends to the sum of 32s. 6d.*].

XXXIV.—R.VII.G. 1628.

A.D. 1572

Richard and Anthony Ellerker, farmers, of the Rectory of Kirkby Misperton, against Ric. Woodcocke . . .

This Cause is of normal type, and may be given partly in abstract. But it has features of interest. The land concerned was part of a monastic grange; there is much about the holding of lands, and there is one exceptionally full personal history of a witness. Michael Waughe of Howhouse in the extreme North of the parish of Old Malton describes the travels of his lifetime, where the movements are evidently from one place of agricultural employment to another. The evidence generally of the attestations may be much abbreviated, as the witnesses to a large extent repeated each other in great detail. The file is for the defence; one of the Interrogatories shows that originally there were three suits brought by the prosecutors, but the record of proceedings against Leon. Percy and Ric. Bower does not seem to have survived. The connection of Percy with lands at Ryton was of course of long establishment.

It will be noticed that tithe is paid partly in kind and partly in money.

[*Articles for the defence*].

. . . for tythe of the pigges and egges by him confessed the fermers ther servants or deputies have receyved the yeres articulate ether pigges or egges or els moneye for the same.

. . . for his calves confessyd renewynge in Ryton lordshyppe And also for his otes and rye . . . he hathe payd the tythes therof the yeres libellate to the fermers . . .

. . . [*by laudable custom of the parish time out of mind of man in the vill of Ryton in the parish of Kirkbiemysperton*] everye inhabitant beyng an householder of every house within the village of Ryton have paid and oughte to paye to the parsons of Kirkbiemysperton ther fermers or deputies for the tyme beyng . . . one henne yerlie whether they had bred any hennes or not betwixt Martinmas and Shroftyd everye yere for and in consideration of the tythe of chickins bred . . in Riton and the persons or there fermers . . . from tyme to tyme have receyved and ought to have receyved the hennes yerlie . . .

. . . [*his witnesses can prove it and those for the prosecution cannot prove the contrary*] . . .

. . . similarly . . . they ought to pay for everye mylke cowe fedynge . . . within the lordshippe of Riton one ob. at Martinmas . . .

. . . five of the calves by him confessed did chance growe and renewe the yeres libellate in a closse called Thorne Closse or Pexton Closse which closse is parte and parcell of the groundes perteynyng to the Graunge or Lund House . . . within the parishe of Kirkbiemysperton . . .

. . . the Graunge or Lund House with all . . . landes belongynge to the same was parte of the . . . demane landes of the laitt dissolved monastery or abbay of Rivalx . . for lx yeres next before the dissolucion of the abbay and more and tyme out of mans remembrance . . . the abbot and convente of the abbaye did occupie and kepe in there owne handes and occupacion . . Lund House with all and singular groundes therto belongynge and especially the closse called Thorne Closse or Pexton Closse . . .

. . . the abbot and convent were of the order of Cistercians . . .

. . . the Graunge or Lund House by and at the dissolucion of the abbaye did come into thandes and possession of the regall maiestye of this realme . . .

. . . [*refers to a quotation (on a separate schedule) from the Act of Parliament of 31 Hen. VIII. cap. 13*] . . .

. . . Ric. Woodcokke as tenent or fermer by all the tyme libellate haithe occupied and yet doithe occupy Pexton Closse by force of the demise and leace of person or persons as ymediatly or medially from the regall maiestie . . .

. . . iiii lodes of the hay by him confessed did growe and renewe in a medowe commonlye called the Riton Towne Ynges . . .

. . . by the space of . . . L yeres past the parsons of Kirkkiemysperton for the tyme beyng . . . have had . . . all the haye

growinge . . . yerlye in and upon vi acres of medowe set in . . . Riton Towne Ynges for and in the name and recompence and full discharge of the tythe of haye growinge . . . within the said Riton Towne Ynges and within the croftes of Ryton and within certeyn other groundes therabowtes and especiallye of all haye . . . within the crosse called Thorneye Crosse . . . and in consideracion therof all the ynges croftes and groundes and especiallye Thorneye Crosse or Pexton by all the [*said time*] have bene and ought to be discharged and fre frome payment of all tythes of hay . . .

. . . ii lodes of the hay . . . did growe and renewe the latter yere [*upon the*] furies and lande endes within the lordshipp of Riton for the whiche he payd to the farmers or deputyes the same yere . . . [*blank*] . . . in moneye . . .

. . . the hempe by him confessed did growe and renewe within the garthes of the towneshippe of Riton . . .

. . . he paid the tythe of his hempe to Master Leon. Percy gen. whoe he thought and thinkethe had right [*to*] the same and Mr. Leon. Percy by the space of thre fower or v yeres last by past and before him Mystres Percy wedowe his mother now deceased by the space of many yeres were in possession of receyvinge and did receyve all manner of tithes of hempe lyne and corne growinge . . . in all the garthes of Riton townshippe and for the same did paie an [*blank*] in moneye yerlie to the parsons of Kirkbiemysperton for the tyme being ther fermers or deputies . . .

The Answers of Richard and Anthony Ellerker, which are identically the same, are generally denials of the statements of Ric. Woodcock, but add . . .

. . . Ric. Wodcoke was and ys tennante for terme of yeres of the close articulate unto Leonarde Percy which Leonarde Percy is tenente unto Mr. Roger Beckwith Esquier of the whole grange called the Lundhowse and that Mr. Roger Beckwith is lorde of the grange by reason of a graunte to him made by Sir Ric. Cholmley knighte which Sir Ric. Cholmley knighte purchased the same of the regall maiestie of this realme . . .

[*Interrogatories for the prosecution*].

How much corn or grain of every kind had Ric. Woodcock in each of the years concerned?

If any witness states that five marks were paid for all the tithe corn in Ryton lordship in 1570, to whom was it paid?

If they try to state that tithe hay was paid in kind in the same year,

. . . who did sett furthe the same and howe manye tithe cockes of haye there were there grewinge . . .

How many acres of meadow Ryton Ings contain? How many closes are there about Ryton town, and how many acres do they contain?

How much glebe land belongs to Kirkby Misperton Rectory?

. . . howe muche meadowe belongethe to everye oxgange of arable lande in the parishe and wheather the parsons of Kirkbiemysperton for the tyme beinge have and owghte to have so muche meadowe belonginge to an oxgange of arable lande as other parishioners have belonginge to their oxganges?

. . . whether the Lunde Howse or any parte or percell therof at the tyme of the dissolucion of the monasterye of Ryvalx or before was in the occupacion of anye tennantes and whether suche tennantes or the shepardes of the same have pais tithes of anye thinge growinge . . . in and upon Lunde Howse and the groundes belonginge to the same . . . ?

There are also Interrogatories "in the second place" for the prosecution against Leon. Percy, Ric. Bower and Ric. Woodcock in three separate causes, which ask what grounds each of these three men held which were of "late apperteyninge to the late dissolved monestarie of Rivalx."

[*Attestations for Ric. Woodcock, taken 9 Oct. 1572*].

Joh. Foster servant of Mr. Rog. Dalton of Kyrkebymisperton, ar. aged 30 . . .

Was servant the year before, as tithe gatherer, to Richard and Anthony Ellerker. Gave evidence of the actual payment of tithe by Woodcock.

Willm. Baker of Ryton, gresman, aged 51 . . .

. . . this xiii yeres last past the parsons of Kirkebymisperton for the time being there farmors and deputies have had occupied and perceived orels to ther advantag and commodyty let owte the six acres of medoe lyeng in Ryton Towne Ynges for and in the name recompense and full discharge of all the tieth of hay comyng . . . in Ryton Towne Ynges or Redbeck Lyes or Close and the croftes of the towne of Ryton and other parcels of grounde but whether Thorny Close or Pexton Close be discharged frome payment of tiethe thereof or no by reason of thoccupacion of the six acres called the Tieth acres he saith he cannot depose.

. . . he has seen R. Woodcock pay tithe of his hemp, which was taken by Mr. Leon. Percy, as before by his mother Mrs. Eliz. Percy now deceased for the space of twenty years, one year excepted.

Robt. Lambe of Ryton, gresman, aged 49 ;

Lionel Foster of Ryton, carpenter, aged 40 ;

These agree generally, and add that tithe was paid at the rate of a halfpenny for each milk cow at Martinmas, and 6d. for hay in the "furres."

Robt. Gamble of Kirkbymisperton, husbandman, aged 78 . . .

In 1569, the first year libellate, he was "deputie to Mr. Rog. Dalton being then and yet is fermor of the thirde parte of the tiethes of the parsonage of Kirkbymisperton." He has dwelt there 49 years, and

. . . for vi yeres together ended about xvi yeres sence was deputie to one Mr. Spenser who was then fermor of the tiethe . . .

. . . he did knowe the Abbey of Ryvax xx yeres before it was suppressed and did then knowe the Grange or Lounde House and the groundes belonging the same which Lounde House or Grange with all the groundes . . . perteyned and did belong unto the Abbey of Ryvax And that one Abbate Balibrugg and Abbote Cowper and other Abbotes who he nowe can not name being successively Abbates of the same Abbey called Ryvax and the Convent of the same then being of this examinate certeyne knowledge and syghte for xx yeres space before the dissolucion of the Abbey and at the dissolucion thereof had and did occupie in there owne handes and occupacion the Grange or Lounde House with all the groundes perteyning the same, and haith sene the servantes of the Abbates of Ryvax kepe and fede the cattell of the Abbates and Convent in the same groundes perteyning the same Lounde House and likewyse did till the groundes of Lounde House to thuse of the Abbates and Convent of this examinate certeyne sighte and knowledge for he haith sene the said Abbate Cowper lye divers tymes and kepe house of the said Grange or Lounde House for that it belonged to the Abbey called Ryvax . . .

Thos. Clerke of Hapton in the parish of Kirkbymisperton, yoman, aged 56 ;

Thos. Lillyng, domestic servant of Mr. Rog. Dalton, aged 30 ;

[*similar evidence*]

Mich. Waughe of Howhouse in the parish of Old Malton, husbandman, aged 55 . . .

. . . was born at Settrington and at foure yeres of his age came to Ryton to dwell where he was brought up in husbandry till he was xii yeres of age And then went frome thence and dwelte at Edilthorp being but foure myles distant from Ryton where he dwelt eightene yeres And went frome thence to dwell at Bulmer being seven or eight myles distant frome Ryton where he contynewed and dwelt for seven yeres And frome thence he saythe he came to Ryton to dwell where he contynewed and remayned fourtene yeres And frome thence he saith he went frome thence to dwell at Howhouse where he now dwelleth and also hath so done this six yeres last past And saith that during his dwelling furthe of Ryton he resorted halfe a dozen tymes yerely to Ryton to se his father and mother whiles they lived and other his frendes . . .

Fra. Ellerker, Rector of Kirkby Misperton for these ten years, aged 40 ;

Martin Cooke of Ryton, carpenter, aged 30 ;

Thos. Belte of Raskell, labourer, aged 22 ;

These confirm in much detail, but add nothing new.

No sentence is preserved on the file.

XXXV.—R.VII.G. 1689.

A.D. 1574.

Adam Tennant against Chris. Houlden clerk, Rector of Danby Wyske.

The file records an actual conversion from payment of tithe in kind to payment of tithe in money, but the interesting feature is that the change is alleged to have been affected by the Northern Rebellion of 1569.

The file represents chiefly the later stages of the cause.

[*Articles. Torn at lower left hand corner*].

i. . . . the tythes libellate and confessyd by the partie of Adam Tenante in the First Instance were dewe in A.D. 1569 and other yeres libellate goynge before In which yere especialle in the hynderende of harveste was great troubles by reason of the layte Rebellyon which is notoriously knowine within the Northe partes in the Provynce of Yorke . . .

ii. . . . by reason of the troble in that yere verre fewe of the parishoners of Danby Wyske did paye their tythes in kind for that corne and haie was destroyed and wasted greatlye within the parishe in the same tyme of the Rebellion and therfor the Parson did compownd with all or the most parte of the parishoners beyng contented to tayke in money of everie one much lesse then the tythes were worthe yf such troble had not bene.

iii. . . . Adam Tenante about mydsomer last past was a twelf-monthe havinge Chris. Howden at his house with dyvers others strangers beyng frendes of them bothe had treatie and comunicacion together for the tythes libellate and confessed before their said frendes in which comunicacion and treatie Chris. Howden Parson of Danbie demaunded xxxs. for the holle tythes and Adam Tenant did offer unto him xxvis. viiid. for the same which somme of xxvis. viiid. the Parson [*did refuse to*] take saynge that he wold eyther have xxxs. or he wold not agre And then Joh. Johnson . . . [*words lost*] . . and others then present persweaded Adam Tenant to consent and agre to give him . . to saie xxxs. for the tythes And then Adam did expresslie agre . . xxxs. for all his tythes that the Parson should receyve xxxs. of . . . and have an end . . .

iv. . . . -lie after the said agreement Adam Tenant did offer unto the . . the said agreement And told the same in his purse And in the . . -nesses which somme the Parson did then refuse to take.

v. . . . synce the said offer the Parson did never requere the somme of . . of Adam Tennant either in Judgement or out of Judgement.

vi. . . . Adam haithe bene alwaies redie to paie the same [*? sc. "and now is"*] redie to paie the same accordinge to the agreement.

[*Second set of Articles. Adam Tennante of Bedall against Chris. Holden Rector of Danbye Wiske*].

i. Holden sued Tennante before Mr. Edm. Parkinson LL.B. Commissary of William Bishop of Chester in the Archdeaconry of Richmond in a cause of subtraction of tithes.

ii. Mr. Edm. Parkinson the said Judge gave sentence unduly and unfairly favouring the part of Chris. Holden against Adam Tennante at the subtle instigations and petitions of Chris. Holden.

iii. Adam Tennante pleads that the present Judge will correct the nullity unfairness and vexations and injuries of the former judgement.

[Answers of Holden on the First Articles].

i. . . . the tiethes libellate and confessed by the partie of Adam Tennante in the First Instance were dewe in A.D. 1569 and other yeres goinge before And he saiethe that abowt Michelmas 1569 was the Rebellion by reason wherof there was great troubles.

ii. . . . [*is not true*] because he belevith the trouble did not begyn unto abowte Martinmas the said yere after all the tythes were or should have bene set furthe the same yere.

iii. . . . [*is not true*] saving ther was talk of xxxs. to be paid by Adam which this examine would not agre to taik but for thre yeares together then next before goinge, for the which Adam was behinde for his tithes and also for thre yeares then next folowing for his whole tithes within the parishe of Danby which was in all ix li. And that he should beare the costes of the suit which this respondent had bene at, And that he should pay all the money aswell for the tythes as the costes of the suit presentlye, which thing so to do Adam Tennant did then and ther refuse so to do And further the respondent answerithe that at the entrey of the persons articulate he did also offer to taik xxvis. viiid. for every year and to see them presently paid with the costs of the suit which this respondent had bene at for the tythes which thing Adam Tennant did also refuse to do or pay And so he beleveth this Article not to be trew other wise then he hathe before answerid.

iv. . . . Adam Tennant abowt iii yeres sence wold have given this respondent xxxs. for his holle tiethes And this respondent demanded xx li. And he saiethe that Adam Tennant did lende that xxxs. to this respondent.

v. . . . this respondent did never demand the xxxs. because he saiethe he did never make any suche covenant with him the said Adam Tennant.

vi. . . . [*repeats v, and questions whether Tennant ever has been ready to pay*].

[Answers for Holden to the Second Articles].

i. . . . he did sue Adam Tennante as libellate.

ii. . . . Mr. Edm. Parkynson lawfullie proceding did rede give and pronounce a lawfull sentence diffinityve and condemnatorie for the partie of Chris. Holden clerk against Adam Tenante.

iii. . . . [*denied*].

[*Interrogatories for Holden*].

- i. . . . [*the reason of his knowledge*] . . .
- ii. . . . [*What was the form of the composition, whether it was reduced to writing, by whom, where, when, in whose presence?*]
- iii. . . . whether he were presente at anye tyme and did se Adam Tennante offer unto the Parson xxxs. in money for anye other somme more or lesse for the tiethes demaunded in this cause, and whether the parson did refuse to take the same and for what cause he did so refuse.
- iv. . . . whether he knowe or beleve that the somme of xxxs. was and is the full and juste value of the tiethes of Adam demaunded by the Parson yea or nay, and howe muche more or lesse the same was and is worthe
- v. . . . [*how much he is worth in debtless goods ; to which side he would give the victory if he could*] . . .
- vi. . . . whether he be a servant or tenant to Adam Tenant yea or nay And whether he heythe beyne an earnest sollicitor in this cause sence the begynnyng of this suet and whether he haithe paid money to the counsell of Adam and for processe and other examination of witnesses in this cause yea or nay.
- vii. . . . [*whether he be related by blood or affinity to the party producing him . . . which party he prefers and to which he would give the victory . . . is he bribed taught or instructed?*]
- viii. . . . [*at whose request he has come and at whose expenses and what he hopes to have for his depositions*].

[*Attestations for Tennant*].

Joh. Kirkbye of Thriske, schoolmaster, aged 33 . . .

. . . there was no corne or haie destroyed within the parishe because the Rebellion was not begonne untill Martinmas following the harvest in the years libellate And so he dothe not knowe of any that did compound as is articulate by reason of the troble . . .

. . . he dwelling in Bedell for the space of thre yeares endid at Chrestenmas next coming shalbe thre yeares teaching a scholle ther the same tyme, at which towne of Bedell Adam Tennante then dwelte and yet dothe, This examine saithe that he in the monithe of August A.D. 1569 1570 or else 1571 as this deponent now remembreth what other tyme he doth not now more certainly know was presente in the dwelling howse of Adam Tennante in Bedell where and when was also presente the said Adam Tennante Chris. Howden clerke Joh. Johnson this examine contest who were assembled ther to maik an end if they could of the suite which befor that as this examine thinkith was ether then movid betwixt the parties or should have bene for the tiethes libellate And so talking of the matter which they came about this examine and Joh. Johnson requested Sir Chris. Howden clerke to taik xxxs. in redy money yearly for so many yeares as he was behinde for all suche tythes

as were demaunded of Adam Tenante which xxxs. by yeare for every yeare this examine and Joh. Johnson thought Adam Tenante would willinglie have paid At whose request Sir. Chris. was contented to taik the same for a satisfaction of those tithes which he then demaunded And so this examine and Joh. Johnson tould Adam what they had done in the premisses wherwith Adam Tenante then seamed not to be content but he said he would give him xxvis. viiid. yearlie for such tithes as Sir. Christopher then did require but Sir Christopher said he would not taik it And the wife of Adam Tenante being then presente said she would pay him the being rest iis. iiiid. yearly but Adam was not then willing therunto And then the parties disagreid towching that motyon of agreement and were willing that the suite should procede . . . [*he is worth 5 marks*] . . .

Joh. Johnson of Bedell, yeoman, aged 35 . . . worth 10 li. . . .

Marm. Peers of Bedell, tanner, aged 46 . . . worth 4 li. . . .

Abraham Langley of Aiskewghe in the parish of Bedell, labourer, aged 50 . . . worth 10s. . . .

[*all these gave evidence similar to that of the first witness*].

[*Sentence, dated 30 May, 1574, was given against the appellant Adam Tennant. Chris. Holden was dismissed and absolved from the instance of Tennant, with costs against the latter*].

XXXVI.—R.As. 27/10.

A.D. 1577.

The Vicar of Market Weighton against the Curate of Shipton.

The Cause is concerned with tithe, but not primarily, and turns mainly on disputed possession of the Chapelry of Shipton. It gives, however, one of the clearest expositions in the Cause Papers of the relations of a Vicar with a dependent Chapelry, especially of a Prebendal Vicarage, and of the internal politics of a parish.

1. [*Articles. Before Mr. Joh. Gibson LL.D. Auditor of Causes of the Dean and Chapter . . . the Part of Francis Sikes clerk against Ric. Gill clerk*] . . .

i. . . . F. Sikes from the first day of August now current has been and now is perpetual Vicar of the perpetual Vicarage of the parish Church of Wighton and of all and singular tithes and ecclesiastical rights belonging to the Church . . .

ii. . . . that ther is within the parishe of Wighton a Chappell called the Chappell of Shipton, thinhabitanes of which Chappell by time out of memory of man have bene and yet are parishoners of the parishe Church of Wighton, And the Vicares of Wighton for the time beinge by all the said tyme have had and ought to have cure and charge of the soules of the inhabitantes of Shipton and that no curate ought to say devine service or minister sacramentes in the Chappell of Shipton to the inhabitantes ther, but only the Vicar of Wighton for the time beinge or his deputy, viz. such an able curate as hath bene and shalbe put in by the Vicar of Wighton.

iii. . . . notwithstanding this, one Ric. Gill clerke stubbornly and uniuſtly befor this ſuit began hath intruded him ſelf to the miniſtracion of ſacramentes and ſainge of devine ſervice in the Chappell of Shipton to the inhabitantes of the ſame not only without the conſent of Fra. Sikes now Vicar but contrary to his mind and will, which Ric. Gill by the ſpace of i, ii, iii, iiii monthes laſt paſt without auctoritye of the Vicar or any other lawfull auctoritye in that behalf hath ſayd devine ſervice and miniſtred ſacramentes in the Chappell contrary to the will of the Vicar, Therby moſt uniuſtly ſpoylinge andd depryvinge indeede the Vicar of the cure and charge of the ſoules of the inhabitantes of Shipton beinge his pariſhoners and lettinge and hinderinge the inhabitantes from comminge to their pariſhe Church of Wighton, not a full myle diſtant from them, upon Sondaies and hollydaies according to ther bounden duetye in that behalf . . .

iv. Ric. Gill was and is of the pariſh of Wighton and of the jurisdiction of the Court.

2. [*Answers of Ric. Gill to theſe Articles*].

i. . . . true ſavinge that he is not nor haith bene in poſſeſſion of executinge his office of a Vicar in the chapelrie of Shipton for miniſtringe the ſacramentes there dooinge ſervice or receiving any tithes of the inhabitantes of the chapelrie.

ii. . . . he beleveth that the inhabitantes ar within the pariſhe but thei ar not pariſhoners of the ſame for heringe devine ſervice marienge buriyng chriſteninge or any pariſhe rightes there . . .

iii. . . . he was lawfullie placed curat there by the prebend of Wighton who haith the ſpiritual jurisdiction there before Fra. Sikes was Vicar of Wighton . . .

iv. . . . he dwelleth at Shipton beinge curate there and is of the jurisdiction of this Court . . .

3. [*Articles for Ric. Gill, againſt the Articles for Sikes, “by way of contrary Articles”*].

i. . . . Sir Willn. Watſon ſometyme Vicar of Wighton duringe the tyme of his incumbencye in the vicarage did never place anie Curate to ſerve at Shipton which if he had the witneſſes on this article to be producted beinge all the tyme of his incumbencye inhabitauntes of the Chappellrye of Shipton muſt nedes have knowen the ſame which they never did but the contrarie they very well knewe That the Curates ſervinge there . . . were placed by the inhabitauntes of the Chappelrye and not by the Vicar of Wighton by a reaſonable preſcription tyme oute of mans memorye uſed by the conſent of the Prebendaryes of Wighton for the tyme beinge And if anie witneſſ producted on the partye of Fra. Sikes have otherwiſe depoſed then everie ſuch witneſ in ſo ſayeng and depoſing ar falſe and perjured . . .

ii, iii, iv. . . . [*Similar denial particularly in the case of Robt. Aplebye, Ric. Taylior, Sir Alex. Paitson and Sir Alex. Roke, previous Vicars,*] . . . neither did the inhabitauntes either give Henry Juestson tenn poundes or yet anie such request . . .

v. . . . althoughe the Vicars of Wighton for the tyme beinge longe sence were charged with the providinge of Curates at the Chappell of Shipton (which he does not admit) yett by resiaunt prescription consent and taceturnitye of the Vicars of Wighton for the tyme beinge used and observed for tyme beyonde mans memorye and especialle by x, xx, . . . l, lx yeres and more laste paste the inhabitauntes of the Chapelrye of Shipton have used to conducte and hyre a sufficient Curate to serve the Chapell of Shipton without the consent of the Vicars Althoughe at the first beginninge of the prescription by there consent or at least taceturnitye as is most likeliye For that the tyethes and oblations of the Chapelrye were not nor ar not sufficient to menteyne a Curate at the Chapell withoute the good will and supply of the inhabitauntes . . .

The Answers of Fra. Sikes to these Articles were a general denial of all.

4. [*Interrogatories for Gill against the witnesses for Sikes*].

i. . . . [*the reason of his knowledge*] . . .

ii. . . . whether he be of the towneshippe of Wighton and dothe usuallie comme to here service at Wighton Church or no.

iii. . . . whether the Chappell of Shipton haith not had tyme out of mynde or at least by fortie yeres last past all sacramentes and devine service executed for the inhabitauntes of Shipton burall onelie excepted.

iv. . . . whether thei ever knew or hard tell that the Vicars of Wighton have paid any wages to any Curate servinge in the Chappell of Shipton and whether Sir Ric. Gill had ever any wages of him.

v. . . . how long Gill haith served the Chappell and whether before Fra. Sikes was Vicar at Wighton or no.

vi. . . . whether he thinketh the prebend of Wighton haith not authoritie to admitte the Curate of Shipton aswell as to give the Vicaredge of Wighton and whether he haith not hard it crediblie reported and do verelie beleve that Mr. Wilson the now Prebendarie did admitte Ric. Gill to serve at the Chapell of Shipton before Fra. Sikes was Vicar ther or no.

vii. . . . [*how much he is worth . . . which party he favours*] . . .

viii. . . . [*whether he be a blood relation . . . of Sikes*] . . .

5. [*Attestations for Fra. Sikes*].

Willm. Cooke of the parish of Wighton . . . yeoman . . . aged 55 . . .

i. . . . he hath bene an inhabitante in Wighton these xxxv yeres and he saithe that aboute xxx yeres ago one Sir Willm. Watson was

Vicar of the vicaredge in whose tyme one Sir Willm. Hutham was curate at Shipton who in the absence of the Vicar or if he were sicke or otherwise occasioned cam to Wighton and there did service as deputie or servaunte to the Vicar.

ii. . . . after the death of Sir Willm. Watson clerke one Sir John Ward was Vicar of Wighton which Sir John placed, of this examinate knowledge beinge an inhabitante in Wighton, one Roberte Appilbie as Curate in the Chappell of Shipton and was bourded at Wighton and there said service also if the Vicar were absente and behaved him selfe as servante to the Vicar for he saithe the Vicar and he were both tabled at one house . . .

iii. . . . [*cannot depose*] . . .

iv. . . . in the tyme of Sir Hen. Jewetson Vicar of Wighton who contynued verie nere xviii yeres incumbente there in whose tyme one Sir John Shales camm to Shipton to serve the cure there withoute the consente of the Vicar which Vicar entred suite againste Shailes, which Shailes consulted with the inhabitantes of Shipton whether he might serve there withoute the Vicars consente or no which when he perceived that he could not he wente away and so Sir Jewitson Vicar of Wighton wente upon Soondayes and holidayes to Shipton Chappell him selfe and there served the cure for aboute halfe a yere together in which tyme he commenced suite againste the inhabitantes there for not payinge him his duties which the inhabitantes perceivinge maid frendes to Sir Marm. Constable knighte for the taiking up of the matter who sente for the Vicar and agreed him and the inhabitantes on this sorte in effecte that is to saye that thay the inhabitantes should pay to the Vicar xls. and give them leave for his tyme to chuse a curate at there pleasures all which the premisses ar true and manifest of this examinate knowledge beinge an inhabitante there . . . after the forsaide composicion maid betwixte the inhabitantes one Sir John Idle becam Curate of Shipton who obtayned the consente of the Vicar of Wighton and served at Wighton if the Vicar were absente or sicke or otherwise occacioned.

v. . . . after the deathe of Sir John Idle the inhabitantes of Shipton and also the frendes of Sir Alex. Paitson clerke maid suite unto the Vicar of his knowledge beinge then presente when suite to the Vicar was maid for placinge him in the Chappell which Vicar was contented that he should serve there so that he would serve at Wighton in the Vicars absence as beinge sicke which he did accordingly of this examine certain sighte.

vi. . . . after the death of Paitson Anthonie Rooke clerke was curate of Shipton who was obediente to the Vicar as others before him had bene.

vii. . . . he did never knowe anie prebendarie there place anie curate in the Chappell of Shipton but allwayes the Vicars for the tyme beinge.

viii. . . . the Vicar of Wighton was bound to see the cure at Shipton Chapple served and to place and displace suche as he thoughte worthie or unworthie.

ix. . . . all the tiethes have bene due to the Vicar excepte the tithes articulate.

[*To Interrogatory v.*]

. . . Ric. Gill served the cure at Shipton aboute a xii monthe before Fra. Sykes was Vicar of Wighton.

[*Similar evidence was given by*]:

Willm. Pannell of Wighton, husbandman, aged 50 ;

Humphrey Turner of Wighton, yeoman, 40 ;

Willm. Pereson of Wighton, shoomaikar, 33 ;

Joh. Apleton of Shipton, husbandman, 50 ;

Willm. Spoffurthe of Wighton, webster, 60 ;

Rog. Strickland of Shipton, gresman, 60.

W. Pereson said that he "beleveth the prebendarie of Wighton haithe not anie auctoritie to give the Chappell of Shipton thoughe he have auctoritye to give the Vicarage of Wighton."

Spoffurthe said that "the prebendarie of Wighton is patrone of the Vicaredge of Wighton and cannot give the Chappell frome the Church for he saithe that if he give the vicaredge he gives lykewise the Chappell."

About this stage of the proceedings, perhaps as a result of Gill's Articles given above as 3, for the file is apparently not quite in the right original order, Fra. Sikes thought it desirable to enter a second set of Articles, "against a certain pretended matter for the part of Gill in this cause against the part of Fra. Sikes exhibited . . . and also to corroborate the sayings and depositions of the witnesses of Sikes."

6. [*Articles*].

i. . . . Sir Willm. Watson clerke was perpetuall Vicar of the perpetuall Vicaredge of Wighton within the memory of man and within L yeres last by past who in his time placed a curat to serve in the parishe Church of Wighton in the absence of him Willm. Watson Vicar, and also to serve the cure within the Chapell of Shipton of the said parishe.

ii. . . . after the death of Willm. Watson one Sir John Warde clerke was perpetuall Vicar of . . . Wighton for many yeres, which Sir John Ward clerke did place in one Robert Aplbye clerke to be chapleyn or curate at the Chappell of Shipton and to serve the cure there, whiche Robt. Aplbye did dwell and was kept at Wighton with Sir John Ward, and from thence every Sondag and hollyday and and other certaine daies in the weke did goe to serve the cure at Shupton . . .

iii. . . . one Richerd Tayler clerke was curat in the Chappell of Shupton putt in and placed to serve the cure there eyther by Sir John Ward Vicar or els by one Sir Henry Jewetson Vicar . . .

iv. . . . after the death of Sir John Ward clerke Vicar of Wighton one Sir Hen. Jewetson was perpetuall Vicar . . . of Wighton which Hen. Jewetson in the tyme of his incumbency did putt owte and displace John Shailes clerke who for a tyme intruded him self or toke upon him to serve the cure in the Chappell of Shupton withowte the consent and appoyntement of Hen. Jewetson Vicar, and after the displacing of Sir John Shailes clerke Hen. Jewetson did putt in and place one John Idle clerke to serve the cure in the Chappell and hadd for his service as was compounded betwix the Vicar and him . . .

v. . . . Hen. Jewetson . . . duringe his incumbencie did place one Alex. Paitson clerke to serve the cure in the Chappell of Shupton at the request and suet of thinhabitantes of the chapelry whiche inhabitantes did give unto Hen. Jewetson . . . xls. for the placing of Alex. Paitson at ther request.

vi. . . . Hen. Jewetson . . . did after the deathe of Alex. Paitson place an other curate to serve the cure in the Chapell . . . one Alex. Rook clerk . . .

vii. . . . nether Mr. Nich. Wilson nowe prebendarie of Wighton . . . nor any other his predicessors did at any tyme putt in or place any curat in the Chapell . . . nor of right did clame so to doe . . .

viii. . . . aswell by lawfull composicion as by discription tyme oute of mynd last before this suet began lawfully used and observed everie Vicar of Wighton for the tyme beinge are bounden and have right to putt in and place an able curate to serve the cure in . . . Shupton and to displace the same at his pleasure . . .

ix. . . . by the composicion and prescription or one of them all kind of tiethes oblacions and other ecclesiasticall rights of the parishe of Wighton, tieth corne haie in the feildes and medowes and tieth wool and tieth lambe excepted by all the tyme aforesaid have belonged and ought to belonge to the Perpetuall Vicar . . . of Wighton . . .

7. [*Attestations for Gill*].

Marm. Greve of Shipton, gresman, aged 60 . . .

i. . . . married a wife in Shipton where he haithe dwelte ever sence during all which tyme he saithe the inhabitantes of Shipton for the tyme beinge have placed curates at the Chappell of Shipton withoute the consente or counsell of the Vicar of Wighton for the tyme beinge . . .

ii. . . . he was an inhabitante of Shipton ii or thre yeres before Robarte Apilbie clerke becam curate of Shipton Chappell who before his beinge curate there was curate at Wighton under the

Vicar there for the tyme beinge in which service because he had small waigies Sir Aplebie becam a suiter to the inhabitantes of Shipton that he mighte serve at there Chapple to which requeste thay condiscended condicionallie that he wold agree with one Sir Willm Hutham then curate there beinge a ould man not able to serve anie longar which Sir Apilbie thereupon agreed with Sir Willm. Hutham to give him xs. by yere and to have the curateship and the commoditie thereto belonginge and so entred unto the same by the appointemente and consente of the inhabitantes of Shipton.

iii. . . . at the placinge of R. Taylor clerke this examine was an housholder in Shipton by reason whereof he saithe he knoweth that Ric. Martin and one Hen. Brigham or one John Sansbie inhabitantes of Shipton because there Chappell then was destitute of a curate wente to seeke one in the countrie and findinge Recharde Taylor clerke thay broughte him home who by the consente of the other inhabitantes of Shipton Chappell was hyred in the Chappell in this examine his presence the Vicar of Wighton not beinge presente nether his consente ever required thereunto that ever this examine knewe of . . .

iv. . . . the Chappell beinge destitute of a curate after the departure of Sir R. Tayliour clerke my Laidie Coonstable of Everingham sente Sir Alex. Paitson clerke to the inhabitantes of Shipton to be hired for there curate which inhabitantes hyred him Sir Alexander in the Chappell of Shipton who contynued there untill his deathe after whose decease Sir Alex. Rooke clerke hearinge tell the cure of Shipton Chappell to be void cam unto the inhabitantes and there was hired to serve by the inhabitantes . . . never maikinge the Vicar of Wighton privie thereunto or requiring his consente for the same . . .

v. . . . by these xxix yeres laste paste this examine haith bene housholder in Shipton duringe which tyme he saith there haith bene viii curates placed at Shipton Chappell who were all hired by the inhabitantes of Shipton as other curates before them had bene as this examine hard saye of ould men inhabitantes of Shipton and namelie of ould John Cottingham of John Middleton etc. . . . and he further saithe that because the duties belonginge to the Chappell were not sufficiente to mentain a curate the inhabitantes of there owne accorde gave a pece of ground to the Chappell for the curates use for the tyme beinge and used to ploughe the same and finde the seed thereof at the curates fyrste entrance which thay do still which pece of ground never belonged nether oughte to belonge to the Vicar of Wighton but all wais to the Chappell of Shipton and to the curate there for the tyme beinge as it haith done withoute mans remembrance as he beleveth . . .

Interrogatory iv. . . . he knew one Mr. Coonstable prebendarie of Wighton and Mr. Wilson now prebendarie who never placed anie curates at Shipton that he knewe of . . .

Robt. Hide of Shipton, husbandman, aged 50 ; and Robt. Harrison of Shipton, gresman, aged 50, attested similarly.

Edwd. Ashton clerk, curate of Barmeston, aged 35 . . .

Articles i to v. . . . aboute viii or ix or x yeres ago this examine beinge destitute of a service which the inhabitantes of Shipton Chapelrie understandinge sente for this examine to coom thither which he did accordinglie at which his coomynges thaye the inhabitantes mett alltogether especiallye housholders and offred by there generall consente the commodities belonginge to the curate of Shipton Chappell which because this examine thoughte it was verie litle refused the same and then thay the inhabitantes concluded to give him a certain stipend and taik the livinge into there owne handes which he agreed unto, and thereupon served there for a yere havinge for his so serving eighte poundes paid him of the inhabitantes or halfe a dozan of the chefe of them, this examine never requestinge anie good will of the Vicar of Wighton nor knew that he had anie thinge to do in the matter nether was he acquainted with him till a good while after nether did the Vicar for the tyme beinge fynde anie falte with him for his so servinge . . .

8. [*Positions additional and declaratory for Sikes against Gill*].

i. . . . that Fra. Sikes before this suet began did discharge Ric. Gill frome the serving cure and saying of dyvyne service and ministration of sacramentes in the Chappell of Shipton and Ric. Gill haith [*? confessed*] that Fra. Sikes clerk did discharge him . . .

ii. . . . that Fra. Sikes and his predecessors Vicars of Wighton by the Institucion and composicion of the Vicaredge of Wighton ar bound to see the Chappelles of the parishe of Wighton to be served in spirituall thinges . . .

iii. . . . that the Vicar of Wighton for the tyme beinge . . . have onelie had right, have right and ought to have right either to serve the Chappell of Shipton or to cause the same to be served by some able curate at his appoyntement or by his consent, And such since this suet begann was the common voyce and fame of all the parishioners of Wighton or the more parte of theme, And every witnes to this article to be producted if he be dewlie examined can and will depose that he haith herd the common voyce and fame . . . and that he him self belevithe in his [*? heart*] the same common voyce and fame to be true And that he never herd nor knew the contrarie before this suet beganne . . .

9. [*Attestations for Fra. Sikes*].

Joh. Polton of Wighton, carpenter, aged 80 . . .

. . . is a parishioner of Wighton and so haith bene these fiftie yeres laste paste duringe which tyme he saith the Vicar of Wighton for the tyme beinge had the charge to see the cure of the chapelrie of Shipton served and the placinge and displacinge of curates there at his plesaure for he saith that one Sir Henrie Jewetson laite Vicar

of Wighton displased a curate of Shipton whose name he remembrethe not and then served the cure at the Chappell him selfe for a tyme and then he the said Vicar beinge an ould man tooke a pece of monie of thinhabitantes of Shipton and gave them licence to chuse a curate at there pleasure to serve in the Chappell duringe the pleasure of the Vicar And he also saithe that in one Vicar Watsons tyme the Vicar wente aboute to have had the inhabitantes of Shipton to have coomed to Wighton Churche which this examine thinkethe he would quicklie have broughte to passe savinge that one Sir Marmaduke Constable knighte beinge then one of the kinges majesties Counsel established in these North Partes that maid an agreement betwixte the Vicar and the inhabitantes at which tyme one John Middleton and one Cottingham confessed them selves and the reste of thinhabitantes of Shipton Chapelrie to be bound to the reperacion of the Churche of Wighton as appeared by a composicion which was red in the hearinge of this examine which composicion had a seale hanginge at the same . . . in fiftie yeres space this examine haithe knowne eighte severall Vicars of [Wighton] who all had the placinge of curates of the Chapelrie till now of late and so haithe bene the common opinion voice and fame of the moste parte of thinhabitantes of Wighton . . . and of divers other aunciente men whose names he remembrethe not . . .

Robt. Pereson of Wighton, parish clerk, aged 28 . . .

. . . aboute Martinmas laste paste he beinge parishe clerke of Wighton hard Sir Fra. Sykes Vicar there discharge Ric. Gill clerke curate of Shipton frome servinge in the chapelrie of Shipton the curate answeringe said he thoughte he would be better then so and the Vicar answeringe it was need that drove him to it and therefore he ment to serve it him selfe and willed Sir Gill to taik that for a discharge all which the premisses were done and said in the vicaredge house of Wighton, sence which tyme this examine haith hard Ric. Gill clerke confesse that he was discharged of servinge the cure at Shipton Chappell by the Vicar of Wighton in the presence of Nich. Wilson prebendarie of Wighton and John Kelsay and divers others . . .

. . . [*it is the common voice*] . . . he never hard the contrarie till a litle before this suite begane that Sir Ric. Gill begoone to withstand the Vicar there and savinge in the last Vicars tyme called Sir Henrie Jewetson the inhabitantes of the chapelrie begoon to withstand the Vicar but in thend thay were constrayned to compound with the Vicar and give him a pece of monie to suffer them to enioye the curate which thay then had . . .

Joh. Nicholson of Wighton, smithe, aged 68 ; Willm. Strumbie, husbandman, aged 60 ; Thos. Pereson, gresman, aged 60 ; Joh. Kelsay, webster, 45 ; Robt. Leeming, yeoman, almost 73 ; all of Wighton ; gave similar evidence, on 23 Feb. 1577/8.

10. [*Much mutilated Articles for Gill, apparently largely repeating his first Articles, but emphasising more that the Curate of Shipton ought to have tithes of Shipton, and that the Prebendaries of Wighton ought to appoint the Curates of Shipton*].

11. [*Attestations on these Articles for Gill*].

Henry Grimston clerk, Rector of Coloom (Cowlam), aged 64 . . .

. . . [*said that he did not know Fra. Sikes . . .*]

. . . did buye of Ric. Gill sence his beinge curate at Shipton certain chickens and younge geese which this examine thinkethe were tiethes chickens and geese and therefore he is perswaded Gill receaveth the tiethes in consideracion of his sallarie . . .

. . . he beinge parson of Goodmanham and havinge Sir Ric. Gill clerke his Curate there which Ric. Gill hearinge that the Chappell of Shipton was destitute of a curate spoke to this examine and requested him to be a meanes for the placinge of him in the same Chappell and desired this examine to speake to Mr. Wilson prebendarie of Wighton for him whereupon this examine wrote a lettre or twoo in Gills behalfe to Mr. Wilson who willed this examine to mete him at a certain tyme at Wighton which he did accordinglie and meting Mr. Wilson he saithe they twoo rydinge in to the feeldes on horsebacke and then this examine also requested Mr. Wilson to be good to this examines curate meanynge Ric. Gill and to place him in the Chapel of Shipton Nay quoth Mr. Wilson I will not give it to the preeste but I will give it frelye unto yow to do with it what yow will And then quoth this examine if yow give it unto me yow know I will bestow it of my preeste, And then immediatlie after Ric. Gill clerke entred into the Chappell and there served as curate ever sence . . .

Ric. Chapman of Goodmanham, yeoman, aged 24 . . .

. . . aboute Chrestenmes laste was iii yeres or shalbe iii yeres as he remembrethe beinge rydinge in Wighton feeldes to course a haire together with Mr. Wilson prebendarie of Wighton and Mr. Grimston which Mr. Grimston was a suiter to Mr. Wilson for the placinge of Ric. Gill clerke then his curate in the Chappell of Shipton beinge then voide . . . [*proceeds to report the conversation in the same terms as Hen. Grimston*] . . .

Robt. Chapman of Goodmanham, yeoman, aged 60 . . .

. . . [*was asked by Gill*] to be a meane to Mr. Wilson prebendarie of Wighton for him the said Gill to serve at Shipton . . . [*and confirms as above*] . . .

12. [*The Answers of Fra. Sikes*].

. . . he believes that by all the tyme service haithe beyne said and sacramentes and sacramentalles ministred and thother thinges done in the Chappell sometymes by the Vicars of Wighton for the tyme being by theme selves and other some tymes by curates by the Vicars appoynted . . .

. . . the Vicars of Wighton for the tyme being have receyved and hadd all the tiethes (except the tiethes excepted) to there owne uses when they did serve in the same Chapell theme selves And when they did putt in any Curates then the Curates so appoynted by covenant and composicion betwix theme and the Vicars did receyve the tiethes . . . and none otherwise.

13. [*Attestations for Ric. Gill. 30 May 1578*].

Chris. Garthome of Londesbroughe yoman, aged 70 . . .

. . . hath dwelt and continued eversince his birth in a tenemente in Londesbroughe parishe not a mile distant frome the Chapell of Shipton whither he hath sondrie tymes resorted to here service by meanes of which his continuall abode there and often resorte to the Chapell he saith that he knoweth very well and can well remember That since and during thies lx yeres the devine service the sacramentes and other rites have bene ministred unto the inhabitantes of Shipton in Shipton Chapell by curates ther serving frome time to time and not by the Vicars of Wighton at any time except it were in the absence of the curate for the time beinge, or after the death of one Curate and before the placing of another . . .

. . . the curates of the Chapell for the time being have received and had all the tithes (except the tithes excepted) to their owne uses, either in kinde (if they would) or if they were desirous not to be trobled with the gathering therof, then thay have used to lett the tithes to some honest inhabitantes of the Chapellry, paying to the curate so letting and demising the same tithes so much money as was agreed upon betwix them . . . he hath sene the moste parte of the curates which have served at Shipton . . . gather the privie tithes (as he termeth them) within the Chapellry . . .

. . . he beleveth in his conscience, and it is notorious and famous in the places articulate . . . that the inhabitantes of the Chapellry of Shipton have alwaies time out of mynde chosen and conducted a curate to serve ther, and that the Prebendaries of Wighton for the time beinge have allowed and licensed such curates so chosen and nominated by the inhabitantes . . .

. . . Ric. Gill hath served the cure at Shipton two yeres and more or theraboutes now last past, during which time he hath received all tithes (except the tithes of corne hay woll and lambe) . . . he beleveth and hath hard say that Ric. Gill was placed and allowed curate at Shipton by Mr. Nich. Wilson now Prebendarie of Wighton, Hen. Jewetson then being Vicar ther.

The following also gave similar evidence: they were all of Shipton: Joh. Chamber, webster, aged 60; Willm. Tomlinson, aged 69, who had lived for the last 40 years in Shipton; Joh. Atkinson, yoman, 50; Joh. Marton yoman, 60, who was born in Shipton and had lived there ever since; Hen. Vessie, husbandman, 50, also born there and lived there all his life; Hen. Briggam, husbandman, 60, who had lived for 40 years there; Joh. Appleton, 50, who had lived

there 24 years ; Robt. Hide, husbandman, 50, who had lived there 18 years ; and Martin Tomlinson, husbandman, 50, who had lived there for 34 years.

14. [*Sentence. 11 April 1579*].

The Judge found that Fra. Sikes had sufficiently proved his case, so far as the exercise of the cure and of performing divine service, and therefore pronounced for his right and title and interest to the cure of souls of the parishioners inhabitants of Shipton, and decreed that Ric. Gill the curate pretended was removed and deprived from the office of curate and exercise of souls in the Chapel, with costs against Ric. Gill.

XXXVII.—R.VII.G. 2117.

A.D. 1583

Joh. Otes, Vicar of Carnaby, against Willm. Sharppe, one of his parishioners.

The cause was for tithe of whins, and the file is for the defence. John Otes had considerable difficulty with his parishioners, to judge by the number of suits in which he appeared, usually as prosecutor, in the Consistory Court ; his success in these cases was small. He appeared before the Ecclesiastical Commission at least once, on charges of unsatisfactory conduct of his cure ; on one occasion it was alleged that he allowed his son aged eleven to act as Parish Clerk. From an interesting diffamation suit which he brought near the end of the century, when he was well advanced in years, it appears that he was ordained in the time of Mary, but it has not yet been discovered in what Diocese.

The file has interesting detail about local organisation of authority, about the function of Justices of the Peace, and a particularly notable feature is the evidence that the parishioners levied on themselves a special rate to meet the expenses of this suit.

[*Articles*].

- i. . . . Willm. Sharppe was and is an inhabitant dwellinge within the towneshippe and parishe of Carnabie . . .
- ii. . . yf anie tiethe were paide in kynde of whines grewinge within the parishe of Carnabie the same was paide by other persons then by anie of the inhabitantes of the towneshippe of Carnabie . . .
- iii. . . . by the space of . . . lx yeres laste paste, there has bene a custom or prescription within the parishe of Carnabie by which . .
- iiis. iiid. in money haith bene paide yearely and oughte to be paide to the vycars of Carnabye for the time beinge their fermers or deputies by the lordes or owners of the towne of Carnabie their officers or deputies at or aboute the feaste of Easter . . . for the tiethe of all the whinnes grewinge within the parishe of Carnabie either upon Eastemore Rowgham or Westmore . . . so that the same whinnes were cut downe and converted to the uses of anie suche inhabitante of the towneshippe of Carnabie or parishioner of the parishe of Carnabie and not cut downe and converted to the use of any person beinge no inhabitante within the towneshippe . . . or parishioner . . . but dwellinge in some other towne oute of the

parishe But never anie tiethe whinnes in kinde hay haithe bene paide of any whinnes grewinge within the places afforesaide . . . neither can Joh. Otes clarke prove any one paymente of whinnes in kynde. . . .

[*Attestations for the Defence*].

Robt. Garton of Bempton aged 74 . . .

. . . . was borne in Carnaby whear he dwelt and continued till he was xxx yeares of age and at that tyme of his age he went to Bempton to dwell wheare he hath contynued and dwelt eversence, beyng but iiii myles distant from Carnaby, and hath resorted to Carnaby every yeare sence his comminge from thence at least v or vi tymes yearly to see his sister or other his kynsfolkes and frendes dwellinge at Carnaby . . .

. . . did see one Rauffe Lightfoot baylyffe of Carnaby above xl yeares ago and before this suyt begann paye the said somme of iiis. iiiid. accordyngly to one Todd then Viccar of Carnaby for three or foure yeares togeather . . .

. . . above xl yeares agoe ye [yea] almost fiftye yeares sence aswell with the sayd Rauffe Lightfoote then bayliffe of Carnaby as also with this examinate father and helpinge them aswell to cut downe whinnes and kyde the same as also to carrye them home to ther howses, he dyd never see any tyth whinnes growing within the places articulate left in kyd or other wyse which yf their had beene he sayth he should both have seene and knowne the same . . . which he never did . . .

. . . he has heard it said by George Garton his father who dyed xl yeares agoe and more beinge then about L yeares of age, of Rauffe Lightfoote sometymes his Master beinge then parishioner of Carnaby who dyed xxx yeares agoe beinge then about threescore-yeares, of Willm. Lightfoote yet livinge of the age of L yeares, and of dyverse others . . .

Chris Pecke of Carnaby husbandman, aged 56 . . .

. . . hath dwelt and contynued in Carnaby for this xlvi or xlvii yeares now last past . . .

. . . xliiii yeares agoe he see one Rauffe Lightfoote then bayliffe of Carnaby and now deceased pay the somme of iiis. iiiid. to Sir James Todd then Vicar of Carnaby three or foure yeares together at the feast of Easter . . .

. . . [*he has heard the alleged account of the payment of the tithe from*] dyverse of his elders within the parishe as of old Roger Lyvocke who dyed xx yeares ago beinge then lxxx yeares of age, of old Capleman who dyed xx yeares sence beinge then of the lyke age, and of old Chapman who dyed xxx yeares agoe beinge then above a hundreth yeares of age . . .

Robt. Chapman of Carnaby, labourer, aged 46 . . . borne in Carnaby wheare he hath dwelt ever sence savinge that he dwelt at

Killam v myles distant from Carnaby vi yeares ended about xxvi yeares agoe, and in those yeares goinge at least halfe a scoore tymes everye yeare to Carnaby . . . [*added nothing of momemt to similar evidence*] . . .

Hen. Wright of Carnaby, gresman, aged 44 . . .

. . . haith dwelt in Carnaby theise xxxiii yeares last past . . .

. . . [*has heard about the tithe payment from*] Robart Brewster somtymes this examinares maister who dyed about x yeares agoe beinge lx yeares of age or ther aboutes, of Robt. Lightfoote who dyed xvi yeares agoe beinge then of the lyke age, of Cuthbert Capleman who dyed a twelvemonth ago and more beinge aboute lxxx yeares of his age . . .

. . . he is parishoner of Carnaby and hath given towards the maintenaunce of this suyt according to taxacion which hath been viz. sometymes vid. sometymes iiiid. sometymes eyght pence and must give accordinge to taxe hereafter towards the maintenaunce of this suyte . . .

Willm. Rudstonn of Carnaby husbandman, aged 58 . . .

. . . was borne at Beasingby . . . and about xxxiii yeares agoe came to Carnaby to dwell whear he hath ever sence continued . . .

. . . [*mentions as speaking of the tithe*] Rauffe Livocke Ric. Bucu Willm. Chapman and Thos. Chapman now deceased who weare lx yeares of age at the leaste at there severall deathes . . .

. . . hath given for his parte sometymes iiis. iiiid. sometymes more sometymes lesse towards this suyt and in the whole xls. and hath promissed to pay more accordinge to taxe . . .

Joh. Scowthroppe of the parish of Bridlington, yeoman aged 64 . . .

. . . hath knowne the parishe of Carnetby these xxxvii yeares last past and more and hath bene baylyffe under the Sheryffes of Yorkeshyre for the tyme beinge of the Lybertie of Dyckeringe in whiche the said parishe is sytuate for xxxiii yeares ended about four yeares agoe, and so had yerely occasions oftentymes every yere for that tyme to resorte unto the same parishe And he sayth further that about xx or xxi yeres agoe he toke to farme the vycariage of Carnetby and the rightes therto belonginge of one Thos. Hessey thelder and Ric. Hessey who had it in lease for xxi yeares from one Anth. Iveson clerke then Vicar therof and dwelt in the vycariage house ther for two or thre yeres space about that tyme And receyved the tythes and rightes therof And when he first entered unto it he demaunded of olde men in the same parishe what was due unto him, and namelie whether he was to have tythe whynnes or fures in kynde or not, for that ther dyd many grewe ther And emonges many others one Thos. Awmonde then a parishoner of Carnetby and an olde man above four score yeres of ayge tolde him that ther was never any tythe whynnes payde in kynde in that parishe to any Vicar ther or his farmor but alwayes by custome used ther tyme out of mynde before iiis. iiiid.

in money was used to be payd att Easter tyme yerelie, in consyderacion therof by the baylyffe of the chiefe lord of that towne, Accordinge to which custome this jurate receyved those yeres that he had the same vycariage in his owne handes and possession every yere att Easter tyme iiis. iiiid. of one Robt. Lightfoote then baylyffe ther unto one Baron Hylton then chefe lorde of the same towne of Carnetby in consyderacion of the tythe of all the whynnes and furies growinge in the same parishe of Carnetby and the tytheable places of the same, and no tythe whynnes att all in kynde.

. . . about xxi or xxii yeres agoe he was farmor of the whole vicaraige of Carnetby and havinge had and enjoyed it in his owne possession two or thre yeres he demysed the same over unto Joh. Otes clerke then curate ther for his terme therin (excepted wooll lambe hay the mansion house two closes a lathe an oxegange of glebeland with the common belonginge to it, which he reserved to him selfe) in which lease made unto the same Joh. Otes of the same thinges ther is in dede recyted emonges other thinges demysed tythe furies althoughe none in kynde was then due and payable unto the Vicar of Carnetby att that tyme . . . but whether this mangled parchement showed unto him be parcell of the lease that he so made or not he cannott remember, wantinge the date and other thinges . . .

Joh. Clerke of Scarbroughe, pyper, aged 84 . . .

. . . Walter Clerke this examinates father was the common servaunt of the towne of Carnetby viz. ther neate herde for att least xvi or xvii yeres together ended above fyftie yeres agoe . . .

. . . he thinketh Joh. Otes clarke hathe bene Vicar of Carnetby these twentie yeres or therabouts . . .

Wilfrid Garton of Bempton, labourer, aged 60 . . .

. . . borne at Bempton . . . wher he was brought uppe untill he was about eightene yeres of age And about that tyme he went and dwelt in Carnetby for seven yeres together with one Rich. Walker a mylner And after thende of those seven yeres he dwelt for two yeres att Boynton with Mr. Stryckland not past half a myle from Carnetby And that being ended he came to Carnetby agayne and dwelt ther other two yeres with one Joh. Hill his uncle . . .

. . . [*similar evidence, especially about the age of former witnesses about the tithe*] . . .

Joh. Chapman of Carnetby husbandman, aged 60 . . . borne at Harpham within thre myles at the most of the parishe of Carnetby . . . has lived at Carnetby for xlii or xliii yeres last . . . Willm. Chapman and Thos. Chapman his uncles who died about xxiiii yeres ago aged about L yeres, and Joh. Chapman his grandfather who died about L yeres ago . . . [*told him similarly about the tithes*] . . .

. . . he beleveth all the rest of the parishioners of Carnetby had knowledge of thaforesaid dute and he beleveth that Mr. Stryckland sett downe an order betwene the vycar and them, that he should surcease his sute and be quyett, and he being earnest to have his

charges one Raufe Vicarman was content in ther names to lett him have ten shillings to be quyett which he thinketh was answered unto him agayne by thinhabytantes of Carnetby . . .

Robr. Norham of Carnetby husbandman aged 40 . . .

. . . he emonges others was one whome Joh. Otes about a dosen or fourtene yeres agoe sued for tythe whynnes before Dr. Rokeby then Judge of the spirituall Courte att Yorke, who willed them to go to Mr. Stryckland a Justice of the peace and ther neighbour and lett him agree them att home And so both the Vicar and they went to Boynton to him, wher they alledged ther custome of payment of tenn grotes a yere for ther tythe whynnes, and no whynnes at all in kynde, which appeared to be true by the testimony of dyvers then presente yet the Vicar beinge very earnest to have his chardges alledginge that it had coste him muche, Mr. Stryckland willed them to gyve him xs. to be quyett, althoughe he had no right to it, which they dyd refuse to do, but in dede one Raufe Vicarman then presente payd him xs. which they payd unto him, and Mr. Stryckland promysed them that they should have it againe if ever the Vicar troubled them afterwardes for tythe whynnes in kinde . . .

Ra. Capleman of Carnetby husbandman, aged 24 . . .

. . . was in Carnetby Church on Easter even last was two yeres about thre or four of the clocke in the after noone . . . where he and Norham saw Willm. Lygthfote then and yet baylyffe under my Lorde of Northumbreland cheife lorde of the same towne [*offer the 3s. 4d. to Joh. Otes who received it*].

Willm. Lyghtfoote of Carnetby yeoman, aged 58 . . .

. . . [*Ralph Lyghtfoote his father died about 24 years ago, about 70 years old . . . his own brother was bailiff under Baron Hilton and died 19 years ago, whom he William succeeded*].

. . . . about xii yeres ago Chris. Vavasour Esq. was Stewarde of the Courte Baron and Lete of therle of Northumbreland cheife lorde of Carnetby and decreed in Courte the xv day of Aprill in Anno xxii [*of the present Queen*], by the consent of the Vicar and the inhabitantes that the Vicar shoulde have xiiis. iiiid. payd unto him att Whitsontyde then next after in consyderacion of thinsolutes and arrerages of and for the money for the same whynnes And from thencefurth yerely for ever iiis. iiiid. att Easter . . .

No Sentence has been preserved on this file.

XXXVIII.—R.VII.G. 2218.

A.D. 1584 and 1585.

A long and complicated file from a district which has provided an unusually large number of causes of tithe dispute. In general, the area of a few miles around Kirkby Underdale is well documented in the Registry.

The cause began as a straightforward suit between a Rector and a parishioner for tithe of agistment, but soon developed into an argument whether "unfruitful" cattle paid tithe equally with "fruitful" cattle. This again was interrupted by a plea of the

defence intended to nullify the original case of the prosecution, by alleging that there were actually no such places as Bugthorpe and Garrowby. This allegation was debated with the full apparatus of Articles, attestations and so forth, and opposed in counter-attack by the prosecution by the production of Muster Books. When this attempted diversion had failed, the suit returned to the previous argument about "unfruitful" cattle.

Robert Gilmin, clerk, Rector of Kirkby Underdale, against Henry Remington [*The Articles for Gilmin are unusually brief. They set out :*]

i. [*That R. Gilmin for the last two years has been and yet is the Rector of Kirkbeunderdayll and in peaceful possession of his tithes etc. as Rector*].

ii. [*H. Remington in January and February and March 1583/4 and in April and May 1584 had 200 lambs of his sheep in Kirkbeunderdayll*].

iii. [*From Holy Cross Day in 1584 instant to Michaelmas following in the same year Remington had of his own animals and of others taken by him for agistment 60 fatting oxen, 60 fatting kine and 60 geld cattle, whyes stottes and steares, weekly in the parish of Kirkbeunderdayll and the tithable places there*].

iv. [*In the years and months libellate a tithable lamb was worth one with another 3s. 4d., the jeast of a fatting ox between St. Hellenmes and Michaelmas weekly 16d., of a fatting cow weekly 12d., and of a whye stott or steer weekly 6d.*].

v. [*H. Remington has not paid the tithe of these on request, but has refused to pay*].

[*Attestations in support of Gilmin's Articles*].

Willm. Barkar of Unclebie, yeoman, aged 66 . . .

. . . was borne in the parishe of Kirkeunderdaile and haith dwelte there contynewallye for these tenn yeres last paste and by all that tyme haith verie well knowne a close or pece of ground called Bugdell to be of and within the parishe of Kirkebie of which ground there did feed lye and depasture weeklye frome Sancte Helenmes till Michaelmes in the yere 1583 for the moste parte threscore oxen and kyene or thereabouts which he knoweth to be true weekelie seinge the ground and the cattle depasturing upon the same . . .

. . . he well knoweth the pece of ground called Garowbie Wouldes in the tenure and occupacion of Henrie Remington wherein certain horsies and other younge cattle did weekelie feed lye and depasture in the yere and betwixte the feastes articulate of his sighte but what certaine number he saith he cannot despose . . .

. . . Henrie Remyngton had of his owne and other mens aboute a dozan horsies and maires and aboute xvi head of yonge cattle feedinge . . . weekelie in the close called Garowbie Wouldes frome the feaste of the Invencion of the Holie Crosse untill Michaelmes then folowinge . . .

. . . the jeaste of everie oxe one with an other is woorthe betwixte Sainte Helenmes and Michaelmes in the placies articulate xs.

by common estimacion of men the jeaste of a cow betwixte the said feastes viis. vid. and so this examine haith paid him selfe and sene and knowne others pay . . .

. . . he haith knowne the ground or close called Bugdaile thies xxx yeres laste paste which ground by all the said tyme was and is notoriouslie scite and scituate within the parishe of Kirkebie Underdaile joynynge on the Southsyde on a pece of ground called the Keld Inge, on the Weste syde on a peece of ground called the Brode Inge joynynge on the Northe syde on a pece of ground called the Lea Feeld and upon Garowbie Wouldes on the Easte syde all which groundes ar of and within the parishe of Kirkebie Underdaile . . .

. . . ever sence this examine could remember he never knew anie close in the parishe of Kirkebie or nere to the same save onelie the close called by the name of Bugdaile which if anie had bene he muste needes have knowne dwellinge and contynewinge as he haith before deposed.

. . . the close called Garrabie Wouldes is scite and scituate within the parishe of Kirkebie and joynethe upon the groundes belonging to the parishe nether is there anie groundes in the parishe or nere to the same called by that name save onelie the groundes libellate . . .

[*On cross-examination he said*] . . .

. . . [*he is worth in debtless goods £3*] . . .

. . . he haith sene kyne oxen stottes and other cattle and also horsies mares coltes or fillies pasturinge feedinge and lyinge in . . . Garowbie Wouldes and Bugdell in the occupacion of Hen. Remington which he saith he never numbred but he haith sett downe the number thereof according to his estimacion and he saith he is rather within the number of theme then withoute.

Joh. Gilloe [*of Unclebie in the parish of Kirkebie Underdaile husbandman aged about 40*] . . .

. . . was borne and broughte upp within the parishe of Kirkebie Underdaile and there haith contynewed and dwelte for the moste parte ever sence . . .

. . . [*attests as the first witness about the agistment in Bugdale, and adds :*]

. . . he weekelie sawe the close and had twoo oxen of his owne fedinge . . . in Bugdaile all the time betwixte the forsaide feastes in the yere articulate unto which he weekelye gave attendance and regard and then saw the other cattle fedinge in the close . . .

[*The rest of his evidence is as before ; he adds in describing the bounds of Bugdale that it "abuttethe or joynethe on the Southsyde of Wilton Feeld . . ." he is worth £3*].

Willm. Catton [*of Peinstropp in the parish of Kirkebie Underdaile husbandman aged about 40*] . . .

. . . was borne and broughte upp in the parishe of Kirkebie Underdaile and haith dwelte there for the moste parte ever sence and

ever sence he cam to yeres of discrecion haith verie well knowne the close commonlie called Buckdaile . . . [*then gives much the same evidence as the others before him.*].

. . . the close called Buckdaile is notoriously scite and scituate within the parishe articulate and joyneth on the Northe syde of Lea Feeld, on the West syde of Broade Inge, on Keld Inge of the Southweste syde, on Wilton Common of the South Syde, on Peinstropp Feeld on the East syde, all which parcells of ground ar scite within the parishe nether is there anie pece of ground called by the name of Buckdaile or Bugdaile within the parishe savinge the ground libellate and by him deposed of . . .

. . . he is worth £3.

Roger Catton of Unclebie . . . [*husbandman aged about 40*] . . .

. . . for these v yeres or thereaboutes haith kepte a close which joynethe of the close called Bugdaile and thereby verie well knoweth the close daylie or for the moste parte of the tyme seinge the same . . . [*and attests similarly for both Bugdale and Garrowby Wold. He is worth £3*].

Willm. Bosse [*of Garrabie . . . yeoman aged about 33*] . . .

. . . haith bene servante to Mr. Remyngton for these foure yeres or thereaboutes and haith attended upon his groundes lyinge and beinge within the parishe of Kirkebye Underdaile . . . by reason whereof he saithe he knoweth Mr. Remyngton had in a close called Buckdaile or Bugdaile . . . of his owne and other mens by him takin to jeaste aboute xviii oxon and aboute xlvi kyne feedinge . . . frome the feaste of the Invencion of the Holie Crosse in the yere 1583 untill Michaelmes in the said yere or for the moste parte of the said tyme which he knoweth to be true because he attended upon the groundes and cattle beinge servaunte to Mr. Henrie Remington as he haith before deposed . . .

. . . Henrie Remyngton betwixte Michaelmes and the Annunciacion had for the moste parte of the tyme in the close articulate aboute x horsies mares and coltes and thre mylke kyne which he knoweth to be true because he attended upon the close and cattle by all the said tyme . . . [*he has otherwise nothing different to depose from the other witnesses. He is worth £5.*]

After this, it is not easy to decide with any confidence what is the correct order of some of the papers on the file which are not dated, but it is clear that the dispute about the true names of the closes concerned, about which a division of opinion had already appeared in the attestations of the witnesses for Gilmin, was taken up and developed by the defence. There are, however, two papers which seem to belong to an early stage of the cause; they are stitched together, and give the Articles put in for Remington in answer to the Articles and Additional Articles for Gilmin, or the Articles for Remington in the First Instance, and also Gilmin's Interrogatories for the witnesses produced by Remington.

[*The Articles of First Instance for Remington*].

i. . . . there never was anie tiethe herbage paied or demaunded within the parishe of Kyrkbie Underdale att the leaste severallie by the name of tiethe herbage before the begynninge of this suite or anie tiethe for the jeaste of anie cattell as for jeaste paied or demaunded but by a reasonable custome or prescription by the space of 10, 20, 30, 40, 50, 60 yeares laste paste before the begynninge of this suite and tyme whereof mans memorie is not to the contrarie used and observed within the parishe of Kyrkbie Underdaile everye inhabitante within the parishe have used to paie the tenth parte of all their renewinge and fruitefull cattell pasturinge and feadinge within their pasture groundes in the parishe unto the Persons of the parishe Church of Kyrkbie Underdaile their farmers or deputies for the tyme beinge in full recompence and satisfaccion of all manner of tiethes due of their pastures or feadinge groundes and their unfruitefull cattell And everie witness in this behalfe to be producted can and will depose that he hathe knowne the custome so used and observed fortie yeares ended before the begynninge of this suite and that he hath harde of his ancestours say that they have knowne the custome so used all their tymes and can and will name some of whome he hathe hard the same and that he never harde the contrary before this suite began . . .

. . . there was and yet is a common opinion voice and fame by all or the more parte of the parishioners of Kyrkbie Underdale that there was never anie tiethe herbage or jeaste of cattell paied or demaunded within the parishe before the begynninge of this suite att the leaste severallie by the name of tieth herbage or jeaste of cattell But that by the custome afforesaid everye inhabitant within the parishe occupyenge anie pasture ground have duringe all the tyme afforesaid bene dischargd of and from the payinge of anie tyethe herbage or the tiethe of the pasture of unfruitefull cattell by paying of the tenth parte of all their renewinge cattell pasturinge and feadinge within their pastures within the parishe unto the Parson their fermers or deputies for the tyme beinge And everye witnes in this behalfe to be producted beinge diligentlie examined can and will depose . . .

Gilmin's Interrogatories, attached to these Articles, suggest that he declined to be limited to these points set out by Remington. They begin by the usual questions whether the witness for Remington is related to Remington, or his servant or tenant or of his livery, and how much he is worth in debtless goods. They go on :

. . . whether by all the tyme libellate there hathe bene and yet is sit and situat within the parishe of Kirkebye Underdayll a certeyn peece of grownd called Bugdale and another peece of grownd called Garrabye Wawde . . .

. . . whether by and during the tyme libellate ther hathe bene and is any peece of grounde sit and situate within the parishe . . . called Buckdayle or any peece of grownd called Garwardeby . . .

. . . how the growndes above mencioned are bounded and upon what other growndes they do abutt or adjoyne respectivelye . . .

. . . any witness deposing of any growndes called Bugdayle or Buckdayle whether the growndes so called bee all one and the self same growndes of his knowledge heresay or beeleeve . . .

. . . deposinge of any growndes called Garrabye Wawde or Garwardbye Wouldes or by any suche lyke names whether the same grownde so severally called bee all one grownd or divers several groundes of his knowledge heresey or beleeve yea or nay . . .

. . . whether he knowe beleeve or have hardsay that tythe harbage or tythe jeaste of any feeding cattell were ever demaunded within the parishe . . . by the Parsons of the same parishe ther fermers or deputyes . . .

. . . whether he beleve knowe or have hard say that tythe lambe calfe and fole hathe bene payd for and in the names of tythe lambe tythe calfe and tythe fole chancing and renewing within the parishe . . .

. . . whether at the tyme of payment of any tythe calfe tythe fole or tythe lambe or suche lyke tythes he did heare the payer thereof say in expresse woordes that he did pay the same tythe aswell for the tythe of calfe fole and lambe and suche lyke tythe as also for and in the name of tythe harbage or tythe jeaste of other feeding and fattinge cattell within the parishe [*And if he answer affirmatively, the place and time of the words and the presence of others*] . . .

. . . [*if he attempt to depose of the payment of any tithes according to custom or prescription as articulated in the matter on behalf of Mr. Remington, under what form or sense of words the payment was made*] . . .

. . . whether John Gilloe Willm. Catton and Roger Catton were and are honest men of good lyfe and conversacion and suche as would not forswear them selves being sworne . . .

[*The Answers for Gilmin dated 30 January 1584/5 almost certainly are to Articles for Remington not now preserved on the file but belonging approximately to this stage of the cause. They say*]:

. . . [*Article i is true.*

. . . *the grownd commonly called Bugdayll is the same grownd called Buckdayll* . . .

. . . *Article iii is true, Article iv is untrue. Articles v and vi, he refers himself to the course of the evidence.*]

It cannot have been at a stage much later than this that Gilmin put in two documents of unusual interest and character.

i.

Bugthorpe cum Garrabie. To the Constable there.

These ar to give you warninge that you have forthe with in a readines vis. viiid. assessed by hir Majesties Justices of peace upon your Constablerie whearof Garrabie to pay iiis. viiid. and

pay yt to my handes on Saturday nexte at Malton at the house of Robert Cooke that it may be payed over to the saide Justices accordingle for the restraynte of the Quenes purveyors Fayle not hearof as you will aunswere the contrarie at your perill this xvii of Maye Anno R.R. Elizabethhe etc. xxvii.

Peter Beverley Collector.

ii.

Bugthorp cum Garroby.

To the Constable there.

Theis shalbe to will you and nevertheles to commaund you to geve diligent warning and notyce unto theis men hereafter named that they and everye of them have in a redynes all such armor and weapon as they be particulerly charged withall, and in like manner your common armor as ye will aunswere

Robt. Woulfe a Corslet furnished	} Your common Armor a Corslet and a Callever furnished
Willm. Woulfe a bowe furnished	
Andrewe Dawtrey a bowe furnished	
Willm. Boosse a bowe furnished	
Willm. Laton a bowe furnished	

There belongeth to the furnishinge of everye particuler weapon as followeth Unto a Corselet a Burganet a pyke sworde and dagger To a bowe a sheafe of arrowes a stele capp or scull sword and dagger To a Callever flax and touchbox a moryon sword and dagger.

T. Bamburgh

Richard Darley

The second of these only is endorsed :

Exhibited for Gilmin for Garraby.

The battle over the true names of the grounds at issue was now fully joined, and the following group of three papers on behalf of Remington, although undated, almost certainly belongs to this stage of the suit ; they are stitched together, and comprise Articles for Remington, Answers by Gilmin, and Interrogatories by Gilmin.

I. [*Articles, Additional, for Remington*].

i. . . . Henrie Remington the yeres libellate did occupye but one onelie peece of grounde within the parishe the name whereof endeth in Dale

ii. . . . in verey truthe the same grounde was never att anie tyme called Bugdale but the same duringe all the tyme libellate and longe before the same was and is called Buckdale and so hathe the same bene named and called in the parishe of Kirkebie Underdale by all or the moste parte of the inhabitantes there talkinge and speakinge of the same and so hathe the same bene named and called in certaine evidences and oulde wrytinges and not Bugdale and so is the verie trewe name of the same and therefore if anie witnes producted on the partie of Roberte Gilmin againste Henrie Remington have deposed that Henrie Remington had anie kyne stottes steares whies gelde cattle horses coltes or fellyes pasturinge

feedinge and lyinge the yeares articulate in anie pece of grounde called Bugdale within the parishe of Kirkebie Underdale that everye suche witnes in so deposing hathe deposed untrulie . . .

iii. . . . Henrie Remington the yeares libellate did not occupie anie mo peeces of groundes within the parishe the firste terminacion of the name whereof is Gar and the laste is Bie but onelie one . . .

iv. . . . in verie truthe the same grounde was never att anie tyme called Garrowebie Garoltbie Gargoldbie Garrolbie Garrabie or Garralbie but the same duringe all the tyme and long before the same was and is called Garwardebie and so hathe the same bene named and called in the parishe of Kirkebie Underdale by all or the moste parte of the inhabitantes there talkinge . . . [*etc., as in Article i above*] . . .

iv. . . . by all the tyme libellate and longe before the same tyme there was and yett is a common voice and fame and a common opinion of all or the moste parte of the inhabitantes . . . that the two peeces of grounde occupied by Henrie Remington . . . were and yett are called and named Buckdale and Garwardebie and by those two names commonlie called and knowne and by no other names And everye witnes in this behalfe to be producted, if he be diligently examined, can and will depose that he hathe harde the common voice and fame and common opinion of all or the moste parte of the inhabitantes . . . by all the said tyme and can and will name some honeste persons of the parishe of whome he hathe harde the common voice . . .

Gilmin in his replies did no more than declare that "the grounde comonly called Bugdayll is the same ground called Buckdayll" . . . The Interrogatories for Gilmin take up every point which has so far emerged in the arguments, refusing to be deflected altogether into the side-issue of the place names, defending the character of the witnesses for the prosecution and demanding exact proof for every assertion made on behalf of the defence. After the usual questions as to source of knowledge, worth in debtless goods and affinity or attachment to the defendant, they go on :

iv. . . . whether the close or peece of grownd mencioned in the second article of the positions additionall and therin pretented to be called Buckdayll by all the tyme libellate hath adjoynd and doth adjoyne upon certayne other growndes or closes within the parishe namely upon the Leafeild upon a close called the Lambe close and upon another close called the Fettis another close called the Kirkbecow pasture another close called Kirkebesowthsyde and upon a feild called Kirkbewould and on a feild called Painstrope Would yea or nay or upon what other peeces of grownd the close doth adjoyne.

v. . . . [*whether the piece of ground called in the positions Garwardbye does adjoin and has adjoined upon the grounds named above . . . or upon what pieces it does adjoin.*] . . .

vi. . . . whether Hen. Remington the yeares and monethes libellate had any fatten cattell feeding . . . within the closes . . . viz. stottes steares fatteing oxen fatting kyne and other geld cattell and how many of every of teme he had . . .

vii. . . . whether he know beleewe or have hard say that Willm. Bosse Roger Catton Willm. Barbar Joh. Gilloe Willm. Catton by the space of ii, iii, iiiii, v, vi and vii yeares last past have bene and are very honest and substantiall men of good credit and estimacion and suche as would not forswear them selves in deposing falsely . . .

viii. . . . whether they or any of them have hard the closes . . . called by the names of Bugdayll and Garrowbye Would yea or nay and of what persons they have hard the same so called.

ix. . . . of how many persons they have hard the closes . . . called Buckdayll or Garwardbye and what were the names of those persons . . .

x. . . . whether he have hard the closes . . . called Buckdayll and Garroweby Would of the more parte of the parishioners of Kirkbeunderdayll or but of the mere parte of the same talking of the names of the closes in his hearing.

xi. . . . whether ther be more parishioners . . . of whom he hard no speache concerning the names of the closes then of whom he hath hard the closes called and named . . .

On 4 March 1584/5, Remington produced two witnesses, who gave evidence almost indentially the same and attesting little or nothing which had not already been stated in the Articles for Remington. These witnesses were :

Geo. Massam of Bugthorpe, laborar, aged 30 . . .

. . . for aboute xx yeres together ended aboute vii yeres ago he was servante to Mr. Hen. Remington who by all the said tyme had a pasture ground called by the name of Buckdaile and not by the name of Bugdaile or anie other suche lyke name and so he haithe harde it commonly named by the inhabitantes thereaboutes which this examinate knoweth to be true because he beinge servaunte to Mr. Remyngton duringe the tyme afforesaid did give attendance to the ground and to the cattle in the same . . .

. . . Mr. Remington had a pece of ground . . . within the parishe called by the name of Garwardbye and nether Garowbye Garroltebye Garholdbye Garrolbye Garrabye or Garralbye nor yet by anie other suche lyke name savinge onelye Garwardbye and so he haith hard the same called and haithe hard ould evidencies redd wherein the same haith bene termed and called by the name of Garwardbye . . .

. . . [*he heard the common voice and fame concerning the names of Buckdale and Garwardbye*] of Gawdyan Robinson John Blackeburne and dyvers others whose names he cannot call to mynde . . .

[*He is worth 40s.*].

Willm. Cooke of Bugthorpe laborar, aged 38 . . .

. . . was borne and broughte upp in the parishe of Bugthorpe . . .

[*He repeats almost exactly the evidence of Massam about the names and the common voice, but "cannot depose" to about half the questions. He is worth £5 and above*].

The remaining three papers on this file are all dated 26 June 1585. They show Remington sticking persistently to his argument that Bugthorpe and Garrabie are not the true names . . .

. . . he believes that the boke mentyoned in the allegation is the newe Muster or Musteringe boke within the Eastryddinge, but he beleveth that the places are not truely called by the names of Bugthorpe and Garrabie, and therefore he beleveth that all the contentes in the Newe Muster booke are not true, but are untruely written . . . by some clerke that knoweth not the true names [*of the grounds*] . . . And further he beleveth that the Justices of Peace and Mr. Beverley do not knowe the true names . . . yet . . . have ignorantly subscriybed the thre schedules this day exhybyted in the Courte as they were broughte unto them by some clerke, whiche had not truely wrytten the names of the groundes . . .

R.VII.G. 2464 is a further file in this cause, of three pieces—Articles for Remington, Answers by Gilmin and Interrogatories by Gilmin; the only date given is "6 May" on Gilmin's Answers. The Articles show Remington returning to the claim that tithe paid on fruitful cattle or lambs was held to include all tithe due on unfruitful cattle or agistment. In the first Article he states definitely that tithe lambs were paid to Gilmin, who "by himself or his deputie sett his marke upon the same, and eyther did take and carry awaie or els mighte have taken and caryed awaie the same . . ." Gilmin answered that he "did demaund tythe of the lambes dew by Henry Remington the yeare articulate of one Willm. Bosse being servaunt to Hen. Remington which Willm. Bosse answerde that he knew not his Mr. mynd therin howbeit he sayd that of his owne head he would take upon him that everye tenthe lambe shouldbe marked and so certayne lambes were marked to the number of xviii as he beleevethe partely for him this respondent and partelye for certayne others . . ." The Interrogatories keep very close to the original arguments of the suit: whether tithe herbage or tithe jeast have been demanded and paid; whether tithe lambs calves foals etc. have been paid as tithe lambs; whether at the time of payment of any tithe calf foal or lamb he did hear the payer thereof say in express words that he did pay the tithe as well for the tithe of calf etc. as also for and in the name of tithe herbage or jeast of other feeding and fattening cattle; and the usual demand for exact description of every matter introduced.

No Sentence seems to have been preserved.

XXXIX.—R.VII.G. 2216.

A.D. 1586

Mr. Jas. Wilforde, Vicar of Sutton in Galtres instituted on St. Bartholomew's day last, contra Robt. Cooke of Molsbye gen. For tithe of corn and hay in closes on the South bank of "quidem rivulus vulgariter vocatus Oldfosse," namely Leavy Carr, Nunne Close, Stockinge, and the three Baytinge Steades.

There are on the file :

Two sets of articles for Wilforde ;

Interrogatories for the defence ;

Responsions of Wilforde ;

Responsions of Cooke ;

Attestations for Wilforde ;

Sentence for Wilforde ;

Part of a copy of a similar suit in 1421.

The chief interest in the file is in the attestations. These, almost exactly fifty years after the dissolution of Moxby Priory, give a remarkable collection of information concerning the Priory and the nuns. The attestations were taken before Dr. Ric. Percy, LL.D. on 11 June 1586.

Robert Leedell of Pickeringe, yoman, etatis sue lxxii . . .

. . . was borne at Moulsebie aboute eightene yeres before the dissolucion of the monasterie or nunnrie and was broughte upp there with his father who kepte the kyne and other cattle belonginge to the monasterie or nunnrie and helped to gett and leade the hay belonginge to the monasterie as did also this examine accordinge to his abilitie yet he saithe he never knew nor hard tell that the priores of the monasterie or nunnrie nor anie other person or persons occupyinge anie medowe groundes belonginge to the nunnrie did pay anie tiethe hay in kinde of hay either to the vicar of Sutton for the tyme beinge or to anie other who soever . . .

. . . he was borne and broughte upp at the nunnrie and there contynued for dyvers yeres after and see the hay gotten on the said groundes ledd away withoute payinge anie tiethe at all . . .

. . . certain Colyers dwellinge in Ampleford had a close called Collyer Carr in ther possession and one Thos. Forray and Willm. Hall had either of theme a cottage and a hemyard . . all which belonged to the nunnrie and so had one Chris. Tomlinson . . .

. . . his father Robt. Leedell died about lx yeres ago ; Nich. Leedell his [*father's*] brother was also a servante at the monasterie or nunnrie and dyed aboute fiftie yeres ago . . . Joh. Gresham also servante to the priores and nunnes who died aboute the tyme afforesaid and one Steade who was also a servante there and one Wm. Harrison a servant there likewise who both dyed aboute L yeres ago and were all at there deathes verie ould men.

Joh. Yoman of Thorneton super Montem parochie de Cuckswould yoman etatis sue circiter lv annorum . . .

. . . was borne at Moulsebie aboute foure yeres as he remembreth before the dissolucion or suppression of the monasterie or nunnrie there and dwelte with his father who was servante or hynde to the priores and nunnes of the nunnrie, after the dissolucion of which nunnrie he saith his father for dyvers yeres after this examine cam to yeres of discrecion was fermar or occupier of twoo closies laytelye belonginge to the monasterie thone called the Baytinge Steade Inge and the other the Nunn Close . . . [*from neither of which was any tithe asked or paid*].

25 June 1586.

Isabel Murton of Sutton in Galtres widow aged 60 . . .

. . . for six yeres together ended about xxxv yeres ago was houshoulde servante to Lyonell Taylor then dwellinge at the nunnrie or monasterie of Moulsebie and occupyinge certain groundes belonginge to the monasterie and especiallye these groundes folowinge viz. the Wood Close the Myll Close the Stock Inge the Lyones Garth twoo closies called Warme Parkes . . .

Joan Cockell of Pylmore Hall parochie de Brafferton vidua etatis sue lxx annorum . . .

. . . for vii yeres together nexte and immediatlye before the dayes or tyme of the dissolucion of the monasterie or nunnrie of Moulsebye dwelte and remayned at the nunnrie and by all the said tyme wente yerelie in hay tyme furthe with the priores and nunnes there to see the hay maikars of suche hay as growed in the growndes belonginge to the . . . nunnrie and see the hay yerelie mowne maid into cockes and ledd away . . .

[*There was no tithe hay paid*] . . . of hir knowledge beinge butler at the monasterie or nunnrie duringe the said vii yeres . . . and was privie to the commodities commynge in and goinge furthe of the monasterie or nunnrie. She named: Dame Agnes Tuite laite pryores of the monasterie who died aboute foure or fyve yeres before the dissolucion of the monasterie; Dame Phillipp Jennyson next Prioris after; Dame Margaret Cuniston an ould nun of the nunnrie; Dame Joan Ellarie an ould nun there Also Dame Joan Hunton then a nun there and yet levinge; Dame Agnes Posgait an ould nun Also Dame Eliz. Burnet her conteste, Dame Dorothe Standishe, Dame Margt. Thormanbie also hir conteste all nunns of the said nunnrie at the dayes of the dissolucion thereof or a litle before . . .

Eliz. Burnett of Helperbie spinster aged 73 . . .

. . . for xiii or xiiii yeres together dwelte contynewed and remayned at the monasterie or nunnrie of Moulsebie next and immediatlie before the dissolucion or suppression of the said . . . nunnrie and was a nunn there hir selfe aboute v or vi yeres before the said dissolucion . . .

. . . she hir selfe did yerely for the moste parte in hay tyme helpe to strawe and coke the hay . . .

Margt. Newstead of Thornabie uxor Rogeri Newstead gresman, aged 72 . . .

. . . for xi yeres together nexte and immediatlye before the dissolucion and suppression of the . . . nunnrie of Moulsebye was a professed nunn there and for dyvers yeres before dwelte and contynewed in the monasterie all which tyme she saithe that she amongste other yoounge nunns of the nunnrie helped to do suche necessarie busines as was to be done aboute the same and especiallye she saithe yerelye duringe the tyme afforesaid helped in hay tyme to maike the hay . . .

She named the following: as nuns at the Suppression, Dame Phillipp Jennison, Joan Ellarie, Margt. Cumpston, Joan Bentley, Dorothie Standishe, Joan Hanton, Eliz. Burnet; Hyndes and servantes, Nich. Leedall, Myles Yoman and . . . Calvarte; Robt. Sherwin, myller at the monasterie.

The Vicar of Sutton also exhibited a paper roll which is on the file, containing copies of documents relating to the ordination of the Vicarage. This includes a charter of Archbishop Walter de Gray not printed in full in Raine's edition of the Register. An abstract of the whole matter is as follows:

Inspeximus by the Chapter in the absence of the Dean, 24 Dec. 1423, of letters indented from the Archdeacon of Cleveland on the ordination of the vicarage portion of the parish Church of Sutton in Galtres. The letters formed the confirmation by the Official of the Archdeacon at Marton Priory, 26 Sept. 1372, as a result of a suit between the Prior and Convent of Marton who hold the parish Church of Sutton to their own uses as united and annexed to their Priory, and Fr. Robt. de Stillington, Vicar of Sutton, for tithe of flax and hemp in the fields of Sutton and Hoby, and also the minute tithes and tithe of sheep and lambs. The Priory claimed "by reason of the appropriation and parsonage of the Church"; the Vicar claimed "by the canonical ordination of his Vicarage, and exhibited in support of his claim a letter of Archbishop Walter on the ordination of the Vicarage.

The Archbishop's letter is dated from Ripon, 15 Kal. Sept. in the tenth year of the pontificate, and therefore differs from that printed in Raine's edition, p. 92, of 6 Kal. April in the 27th year, although the general terms are similar in detail. The copy on the file quotes the letter as saying that

whereas Sir Hen. de Neville has conveyed to the Priory of Marton the patronage of the Church of Sutton in Galtres, except the vicarage first ordained by the Archbishop and lately agreed between the Priory and Maurice de Burton the Vicar, the Archbishop now orders that the Vicar and his successors are to have all tithes of sheaves and pulse ("liguminum") of the whole vill and field of Sutton and four bovates of land in the territory of the vill with which the Church is endowed, the capital messuage beside the Church in which Hugh Wayvill once dwelt and the whole altarage of the parish of Sutton and the tithes of sheaf of Hoby from those lands only which were cultivated at the time when Maurice was instituted in the vicarage; the Vicars are to have also twelve acres of land belonging to the Chapel of Hoby with the whole tithe of hay of Sutton and Hoby. The burden of constructing erecting or re-making the chancel is to belong wholly to the portion of the Vicarage. Witnesses: M. the Provost of Beverley; Master W. the Archdeacon of Nottingham; Master W. de Weseleth; Master R. de Tirington; Master R. de Cornubia; Master Serlo

de Suning; Arnald de Sancto Edmundo; Elias Barnardes; Godfrey de Stanlanc, and others. At Ripon 15 Kal. Sept. in the 10th year of our pontificate.

Beside the Confirmation by the Official at Marton Priory on 26 Sept. 1372, and the Inspeximus and Confirmation by the Chapter, 24 Dec. 1423, there is a certificate by John Atkinson notary public that the copy agrees with the Ordination of the Vicarage exhibited in the Consistory Court on 23 July 1586. No record of the suit by Marton Priory has been found amongst the surviving Cause Paper files.

XL.—R.As. 21/6.

A.D. 1592-94.

Marm. Wivell ar., farmer of the Rectory of the Prebendal Church of Massham, against Willm. Dawson of Massham, in the Jurisdiction of the Dean and Chapter.

The suit is again for tithe of corn and hay, wool and lamb, but it has useful features which illustrate the effect of monastic ownership and of the complicated sub-letting which sometimes took place: Trinity College, Cambridge, appears as giving a lease of the Rectorial tithes of Massham, and the land at issue was formerly a grange of Fountains Abbey. There is also a good example of the manner in which it was often attempted to discredit witnesses; in this case, accusations of theft are brought, as showing that by general bad character the witness is unlikely to attest truly.

1. [*Articles for Marm. Wivell. Abstract*].

- i. . . . Marm Wivell has been farmer of the rectory and rectorial tithes for six years . . .
- ii. . . . Willm. Dawson in the months of June to September 1589, 1590 and 1591 cut down and converted to his own use 300 stowkes of otes or haver, 60 stowkes of barley and 60 wain loads of hay growing within the limits of the Rectory of Massham, within the lordship grange or hamlet of Awdeburghe grange, reckoning 12 sheaves to each stook.
- iii. . . . Dawson, from clipping time in May and June 1588 to clipping time in May and June 1589 had of his sheep 30 lambs and 80 fleeces of wool; from clipping time 1589 to the same time in 1590 he had of his sheep in Awdeburghe grange 40 lambs and 90 fleeces; from clipping time 1590 to the same time in 1591 he had 50 lambs and 100 fleeces there, and converted them to his own use.
- iv. . . . the value of a stook of oats was 6d., of barley 12d., of a wain load of hay 6s. 8d., a tithe lamb 3s. 4d., a fleece of wool 16d.
- v. . . . W. Dawson has not paid tithe of all these, but has refused to pay.

2. [*The Answers of Dawson to these Articles*].

- i. . . . untrue . . .
- ii. . . . either in 1590 and 1591 he had otes in the former yeare in sheife to the nombre or quantitie of viii score stowkes of otes and

the seconde yeare vii score stowkes of otes and either yeare one lode of hay . . . in Awdburghe . . .

iii. . . . he bought xxx yewes at Martinmas 1589 which wente in the groundes of Aldburghe . . . for a fourthnight and then were put into Tanfield parishe and there went and renewed untill clippinge tyme 1590 and then were clipped at Aldburghe except xx of them which he sold that yeare at May daie with the woll upon their backes and the lambes at their fete And after clippinge tyme sold the other tenne within thre wekes folowinge whereof he had x fleces of wolles and vi lambes And in the yere 1590 he bought lx yewes (whereof iiii dyed) at Martymas which did fede lye and depasture for iii wekes in the groundes of Aldburghe . . . and then were removed into Tanfeild parishe and there renewed and lambed and remained untill clippinge tyme 1591 and then he clipped them at Aldburghe and had of them xl lambes and L fleces of wolles . . .

iv. . . . a stowke of haver was worth iiid. a stowke of barley viiid. a waine lode of haie and a tieth lambe iis. and a flece of woll viid. [*Almost certainly the price of a wain load of hay has been omitted in error here*].

v. . . . tiethes of his corne was demaunded which as also of the other thinges he hath not paid because he beleveth none is due by lawe for the same unto the plaintiffe.

3. [*Attestations. 16 June 1592*].

Ric. Beckwith of Massam, gentleman, aged 36 . . .

. . . Mr. Marm. Wyvell Esq. is fermar of the tiethes belonginge to the Rectorie or prebendall Church of Massam and so haith bene for these vi yeres laste paste and more which he knowethe to be true because he haith sene a lease of the tiethes belonginge to the Rectorie or Prebende graunted frome the Master and Fellowes of Trinitie Colledge in Cambridge unto Mr. Wyvell for dyvers yeares yet induringe sealed with there common seale which also was exhibited in this Courte by vertue of which lease Mr. Wyvell haith had and enjoyed the tiethes and by him selfe or his deputies haith gathered the same and converted theme to his owne use of his knowledg beinge him selfe a gatherar of tiethes for Mr. Wyvell within the parishe for dyvers yeres laste paste . . . and aboute foure or fyve yeres agoe one Mr. Dr. Still Master of Trinitie Colledge in Cambridge cam to Massam and there openlie acknowledged Mr. Wyvell to be fermar of the prebende . . .

ii. . . . in harveste laste paste was a twelvemonth he, Leon. Beckwith and John Wagget wente all into a close in Awdebroughe beinge in the handes and possession of Willm. Dawson and commonlie called the Highe Leas where and when thay did see ix score stowkes or hattockes of otes in the Close which belonged to Willm. Dawson and which he converted to his owne use of this examinate sighte seinge Willm. Dawson by him selfe or his deputies leade home the said corne.

iii. . . . in 1590 he did see in Willm. Dawson close fortie and foure ewes and xxi lambes pasturinge there at severall tymes frome Chrestenmes till Midsomer which close is situate within the parishe of Massame . . .

iv. . . . everie stowke of otes was and is worthe vid., everie stowke of barlie xd., everie waine lode of hay vis. viiid., everie tithable lambe iiis. and everie flece of woll xvid.

v. . . . Willm. Dawson haith not paid tiethes of the premisses of his knowledge he him selfe demaunded the same . . .

Leon. Beckwith of Massam yeoman, aged 56 . . .

. . . [*confirms except for personal knowledge of the lease from Trinity College . . . gives as prices, a stook of oats 6d. of barley 10d. wain load of hay 6s. 8d. tithable lamb 2s. 8d. fleece of wool 12d.*] . . .

Thos. Ryther of Awdebroughe, yeoman, aged 56 . . .

. . . [*gives similar evidence ; prices, a stook of haver 4d. of barley 6d. wain load of hay 5s. lamb 3s. fleece 12d.*] . . .

3. [*Affidavit by Edwd. Fawcett, notary public, as Counsel for the defence and by way of attack on the above witness Ric. Beckwith. 22 Sept. 1592*].

. . . Ric. Beckwith a witnes mencioned in the allegacion producted sworne and examined at the tyme of his production was a retayner unto Mr. Wivell and ware his liverie and was and is tenaunte of a parcell of ground belonginge to the Prebend of Massam to the yearlie rent of xiis.

4. [*Attestations for Dawson. 23 Nov. 1592*].

Cuth. Browne of Burneston, yeoman, aged 36 . . .

. . . these ii yeres or thereabouts he haith sene Ric. Beckwith at certain tymes weare a tawnie cote which this examinee taykethe to be Mr. Wyvels lyverie And he saithe that he haith knowne Thos. Ryder these ix yeres and more who aboute that tyme dwelte at Awdebrough in which towne or hamlecte this examinee dwelte and havinge certain corne stolne or conveyed furthe of his house he suspectinge Ryder and makinge searche in his house he saithe the corne was founde there whereupon Ryders wife and this examinees maide were committed to the Towlebooth at Massam to be punished for the conveyinge of the corne And afterwards this examinee had certain timber wood purloyned oute of the Lordship of Tanfield and maykinge inquearie for the same he saithe he founde parte thereof at Ryders house by reason whereof he saithe he taykethe Ryther to be a man of small credit amongste his neighboures . . .

3 Nov. 1592.

Cuth. Yonge of Kyrklington, labourer, aged 50 . . .

. . . haith knowne Thos. Ryder these foure yeres or therabouts about which tyme he well remembreth that he brought Thos. Ryder

from Kyrklington to Yorke Castell beinge hyrd so to do by one Cuth. Browne then servant to Sir Chris. Wandesforde knyghte And he hath herde Cuth. Browne say sence that tyme that the same was for suspycion of steling of his corne which he sayd was found in Thos. Ryders hous att Awdebroughe . . .

5. [*Answer by Edwd. Fawcett. 26 Jan. 1592/3*].

. . . all the tythes did chaunce grow and renewe the yeres libellate upon parte of Awdebroughe Graindge and he beleivethe that the groundes belonging to the Graindge of Awdebrought before the dissolucion of the laite dissolved monastery of Funtance tyme out of mans memorie and at the dissolucion was parte and parcell of the monasterie and of the possessions of the same . . . and by the dissolucion of the monastery the Graindge of Awdebroughe and the groundes perteyning to the same did come to the handes and possession of the Regall majesty of this Realme And he further beleveth that Willm. Dawson the tyme and yeres libellate was farmer and tenaunte of the groundes whereof the tyethes did chance and growe . . .

6. . . . [*Further Attestations for Dawson. 23 March 1592/3*].

Marm. Bolton of Binsawe in the parish of Tanfield, husbandman, aged 70 . . .

. . . for fyve yeres together ended aboute xl yeres ago he was servante to one Roberte Browne and Margarete his wife who were tenantes and occupyers of the graunge or manoure of Awdebroughe . . . and duringe that tyme helped to woorke at husbandrie in the groundes belongeinge to the graunge or manor and thereby knowethe that all the groundes belongeinge to the manor were accompted and taykin to have belonged in former tyme to the laite dissolved monasterie of Fountance and that the groundes were freed and discharges from paymente of all manre of tiethes whatsoever which he the rather belevethe to be true for that duringe the fyve yeres afforesaid and dyvers yeres sence he haith sene the severall occupiers of the groundes taik and leade away there corne and haye growinge in the same withoute leavinge anie tiethe at all . . .

John Browne of Linton on Ouse, husbandman, aged 50 . . .

. . . was broughte upp at Awdebroughe Grange and dwelte there till he was aboute thirtie yeres of aige . . . [*and confirms as in the last deposition*] . . .

7. [*Answers by Wivell to the allegation by Dawson. 15 March 1593/4*].

. . . Awdeburghe is no manor but a graunge and the groundes belonging to the graunge were not any parte or parcell of the demaynes of the late dissolved monasterie of Funtaunce neyther so knowne reputed or tayken at any tyme before the dissolucion thereof . . .

8. [*Sentence for Marm. Wivell. 27 July 1594*].

Willm. Dawson was fined in the tithe of 8 score stooks of oats and 1 wain load of hay in 1590, 7 score stooks of oats and 1 load of hay in 1591, a stook of oats being reckoned as worth 4d. and a wain load of hay 5s. ; and also condemned in costs.

9. Dawson apparently appealed to the Queen's Court of Chancery, for the wrapper of the file is a copy of the brief from that Court ordering the York Court of Christianity to have no more to do with the case.

XLI.—R.VII.G. 3260.

A.D. 1598.

Edwd. Talbott, as proprietary or farmer of the Rectory of Kirkby Malloughdale, against Thos. Procter.

This long and elaborate file, with its copious attestations, is one of the most remarkable examples found amongst the Cause Papers of the persistence of evidence concerning the monasteries, for it includes material relating to pre-Dissolution Fountains Abbey in evidence given sixty years after that Dissolution. The interest of the evidence is all the greater since there are no pre-Dissolution records giving this particular information. The notice therefore of the practice of pasturing the Abbey cattle on the fells above Kirkby Malloughdale, of the partitioning of the fell pastures, with the references to inclosure and the vivid little pictures of the insecure conditions which made it advisable for the keepers of the cattle grazing on the fells to have their weapons close at hand, all make this a notable file and are the more welcome because they are so late in date.

The documents are given in the order in which they appear on the file.

Commission dated 2 Jan. 1597/8, from the Official of the Consistory Court to Chris. Shutt S.T.P. and Vicar of Gigleswick, Joh. Tophan clerk Rector of a mediety of Burnesall and Rural Dean of Craven, Hen. Tophan Vicar of Arnescliff, Hen. Turton Vicar of Ruiston, Edm. Condie clerk and Giles Kendall Vicar of Felkirk, to take depositions.

Certificate of proceedings by these Commissioners in the Parish Church of Arnecliff, on 9 Jan. 1597/8.

Attestations in these proceedings, for Edwd. Talbott, on Articles not preserved.

Thos. Deane of Trenchous in the parish of Kirkby Malloughdale, aged 64 . . .

. . . hath knowne the pece of ground called Fornagill being parcell of Fountans Fell this fourtie yeres last past and more, and therunto adjoynyng he hath also knowne all the same time certene other groundes called also Fornagill and in them a house called Fornagill House whereof the ground is noe part otherwise then hereafter he is to depose, all which groundes and house are within the parishe of Kirkby Malloughdale . . . and he knowethe no other groundes called by that name . . .

. . . the grounde called Fornagill which is parcell of Fountans Fell and wherin the shepe libellate and confessed did for the moste part feed and depasture in sommer time is no part or parcell of the tenement called Fornagill House nor of the groundes therunto belonging otherwise then thus that the owners or occupiers of the tenement have time out of mans memorie as he hath hard and by the space of fourtie yeres ended before this sute began of his certen sight and knowledge had and so ought to have threscore ewes and lambes tenne kye and a bull two mares and ther followers yerelie feding lying and depasturinge in the said ground called Fornagill which is part of Fountains Fell in right of the same tenemente . . . and so he being a nere neybour to the same groundes hath sene them so occupied for fourtie yeres ended before that this sute began till within thies eight or tenne yeres last or therabouts, that the owners or occupiers of the tenemente were driven and putt from possession of ther stint or gates in the ground, by reason they were not hable to menteyne sute for the same, of which shepe and lambes he hath sene the occupiers of the tenement often tymes and many of the fourtie yeres pay tithes to the fermour of the Rectorie or his deputie. . . .

. . . Thos. Proctour is not lord of the ground as he thinketh . . .

. . . he hath hard that the ground was in the possession of the Abbot and Convent [*of Fountains*] at the time of the dissolucion thereof and before excepting of certene gaites or stintt belonging to Fornagill House . . . for which the owners of the house paid tithes in the Abbey tyme . . .

Nich. Walton of Kirkbymalloughdale, aged 77 . . . [*in general, agrees with the previous witness, and adds*] . . .

. . . that diverse and sondrie tymes about fourtie and fiftie yeres since he being tenant to one Mr. Tempest who was fermour of the Rectorye of Kirkby Malloughdale was sent by his Mr. to gather tithes at Fornagill House and other places therabouts, and he saith that commyng to the same house for tith woll and lambe oftentimes about the same tyme the owner or occupier of the house have showed to him all ther woll . . . and usuallie delivered to him the tenth flece of all ther woll willinglie . . .

Rog. Carr of Caponhall in the parish of Kirkby Malloughdale, aged 88 . . .

. . . [*generally repeats the previous evidence about the ownership by Fountains Abbey and the use of Fornagill by the tenant of Fornagill House for 60 ewes etc.*] . . .

. . . hath knowne the ground called Fornagill or Fornagill Pasture ever since he cold remember . . . aswell before the dissolucion of Fountans Abbey as also since and also about the time of the dissolucion therof he hath oftentimes sene and knowne the occupiers of Fornagill House pay to the fermour of the Rectorie of Kirkby

Malloughdale the tith woll and lambe of the threscore ewes and lambes sommered in Fornagill Pasture and wynterid at Fornagill House . . .

. . . Fornagill parcell of Fountans Fell . . . was occupied with ther [*the Abbey's*] goodes as stottes mares horses but few or no shepe to his remembrance . . . the Abbottes goodes which depastured in Fornagill Pasture were discharged of tithes . . . Fornagill House and the owners and occupiers therof had never to do in Fornagill Pasture more then for ther stint aforesaid . . .

Willm. Slater of Kirkby Malloughdale, aged 70 . . .

. . . [*confirmed generally*] . . .

Ric. Knowles of Wessitt Howses in the parish of Kirkby Malloughdale, aged 80 . . .

. . . [*confirmed from knowledge "ever sence he cold remember"*] . . .

. . . the shepe kyne mares and nag [*of Fornagill House*] did pasture in common together with the goodes of the Abbay before and at the dissolucion therof of his sight, who served one of the Abbeis hearde seaven yeres before the dissolucion and at the verie tyme therof, and helpid to fetch the Abbeis goodes at Fountains Abbey yerelie about St. Ellen Day to Fornagill and helpid also to drive them back againe to Fountains Abbey about Michaelmes yerelie . . .

. . . he cannot depose for certain but he thinketh Thos. Proctor taketh the ground from yere to yere of Mr. Farrer . . .

Joh. Barrow of Kirkby Malloughdale aged 60 . . .

. . . the inhabitantes of Fornagill House come to the Church of Kirkby Malloughdale to devine service of his sight being a parishoner there . . .

. . . in King Edward the Sixt reigne this examinares father being of kinrid to widdow Siggeswicke who then dwelt at Fornagill House and had the groundes therunto belonging putt twelve ewes to half part to the widdow who kept the same shepe in sommer tyme in the ground called Fornagill which is parcell of Fountains Fell and wherin most of the shepe did depasture and in wynter tyme also if the wether did serve of this examinares sight, and when tithing time came his father sent him to pay the tithe of the twelve ewes and to bring home his part of the rest And he saith that the deputie of the fermour of Kirkby Malloughdale parsonage had and received for the tith of the twelve ewes one flece of woll and one lambe which this examine delivered to him . . .

[*Similar evidence was given by*] :

Geoff. Hasleden of Roughclose in the parish of Kirkby Malloughdale aged 55 ;

Thos. Towler of Wessitthowses aged 60 ;

Joh. Wharf of Longwall in the same parish aged 60.

[*Letter of proxy by Edwd. Talbott*].

[*Interrogatories for Thos. Proctor, dated 9 Jan. 1597/8*].

[i, ii, iii. . . . *the usual formal questions concerning the reason of the knowledge of the witness ; whether servant, tenant, or of the livery of Edwd. Talbott ; at whose request or expenses he has come, and to which side he gives more favour*] . . .

iv. . . . *whether that a close or pece of ground commonly calyd Fornagill by the space of x, xx, xxx and xl yeres before the dissolution of the laite monastery of Fountance . . and by the tyme out of mans memorye did belong and apperteyne to the Abbotte and Convent of the dissolvid monastery of Fountance untill the tyme of the dissolution of the same and were in actuall and reall possession and occupacion of the Abbotte and Convente . . .*

v. . . . *whether that the Abbotte and Convent booth att the tyme of the dissolution and also continually by the space of x . . . xl yeres and more . . . did allwaies keipe the close in their owne occupacion and manninge by ther owne cattell and did holde . . . Fornagill . . . discharged and exemptyd frome the payment of any tyethes and whether was there ever any tyethe payd of any woll or lambe chaunceinge and lambed in . . Fornagill*

vi. . . . [*when did Fornagill belong to Fornagill House ? . . . before or since the Dissolution ?*] . . .

vii. . . . [*did Fornagill House pay tithe of lamb to the Rector of Kirkby Malloughdale ?*] . . .

Second copy of the Commission to the same Commissioners, and dated 2 Jan. 1597/8 to introduce the entries for the defence.

[*Articles for Thos. Proctor*].

i. . . . *the threscore and ten shepe libellate frome clippinge tyme 1595 until Michaelmas then next followinge did depasture lye and fede only in and upon . . . Fornagill . . . and the shepe . . . frome the modest of the mineth of Aprill 1596 did onely depasture . . . untill clippinge tyme then next followinge on . . . Fornagill . . .*

ii. . . . [*Fornagill by 40 years before the dissolution of Fountains Abbey and time out of man's memory did belong to Fountains Abbey and was in their real possession*] . . .

iii. . . . [*The Abbot and Convent at the dissolution and before did always keep Fornagill in their own occupation and enjoyed it discharged of the payment of tithe*] . . .

iv. . . . [*By the dissolution all the Abbey lands came to the hands of King Henry VIII.*] . . .

v. . . . [*King Henry VIII did sell and grant the Abbey and all its lands including Fornagill to Sir Ric. Gresham and his heirs*] . . . whose estate title and interest by sufficient and meane conveyances in lawe is lawfully comed and discendyd unto Hen. Ferror Esquier and his heires for ever . . .

vi. . . . Thos. Proctor was and is tenaunte or occupier of Fornagill by force of a lease or grante maid unto him of the same by the same Hen. Ferror . . .

vii. . . . [*refers to the Act of Parliament of xxxi Hen. VIII whereby it was provided that any persons who should have any monastic lands, houses or possessions or rights should enjoy them discharged and acquitted of payment of tithes, as freely as the late Abbots etc. had done*] . . .

viii. . . . by reason of the premisses Thos. Proctor was and is discharged from payment of any manor of tiethes . . . upon the close or peece of grounde callyd Fornagill . . .

ix. . . . Thos. Proctor at clippinge tyme last did really offerre unto Edwd. Talbott Esquier his deputie or deputies . . . one flece of woll for the halfe tyeth of the xvii fleces of woll from the xvii shepe . . . frome Martinmas 1595 to the midest of April following . . . and iiid. for the tieth of thre lambes . . . of the xvii shepe . . . which flece of woll and monie so offeryd Edwd. Talbott Esquier his deputie . . . did then and there refuse to receive and accept of . . . and Thos. Proctor the xxth day of Januarie last did offerre "in the acts of this Court" to the partie of Edwd. Talbott Esquier the somme of xiiid. of lawfull English money for the price or valewe of the tyethe flece of woll and id.ob. for the tyeth of the three lambes . . . the which two sommes Edwd. Talbott Esquier by his proctor did afterward refuse to receive . . .

[*Two sets of Interrogatories for Edwd. Talbott*].

1. In the First Place.

i.-iii. [*The usual formal questions . . . cause of knowledge, how much worth in debtless goods, whether related, servant, tenant or of livery*] . . .

iv. . . . whether he know the close called Fornagill . . . and how long he hath knowne the same and how the same is boundred or lymitted.

v. . . . whether ther be any other close . . . called Fornagill within the parish.

vi . . . how many shepe Thos. Proctor had pasturing and lying in and upon Fornagill for and duringe the space of two yeares ended at clipping time now last past was twelvemonethes And how long tyme the shepe did there depasture and ly and how many fleeces of woll and lambes had he of the same shepe either of these yeares And what was everie fleece and lambe worthe . . .

vii. . . . whether by the space of L yeares last past and for and during time where of mans memory doth not extend to the contrary the close called Fornagill did apperteine and belong to a howse or messuage called Fornagill Howse . . . or at least was used and occupied as apperteyning . . .

viii. . . . whether Fornagill Howse and namelie the close called Fornagill by the space of . . . L yeares [*etc.*] . . . was and is

distant from the late dissolved monastery of Fountance . . . by the space of xx, xxx, or xl myles or how far . . .

ix. . . . whether by reason of the great distance of the places aforesaid it was impossible incredible or at least unlikelie that the Abbot and Convent . . . were themselves actuallie and reallie possessed of the close . . . and whether it be not more likelie and true indede that the close for and duringe all the time aforesaid was occupied by others then by the Abbot and Convent themselves . . .

x. . . . whether at and before the dissolution of the monasterie . . . Fornagill House and the grounds thereto belonginge and namelie Fornagill was then and sence the dissolucion in the handes and occupacion of fermours or tennauntes who did satisfie and paie to the lordes or owners therof a certaine yearlie rent for the same . . .

xi. . . . whether the fermors or occupiers of Fornagill House and Fornagill by . . . L yeares [*etc.*] had certaine shepe or cattell yearlie pasturinge . . . in Fornagill And whether the tythe woll and lambe and other tythes of the shepe and cattell during all the time was yearlie sett furth and paid by the fermours . . . to the persons or proprietaries ther fermours or deputies of the Rectorie of Kirkby Mallowdale . . .

xii. . . . [*if witnesses depose that Fornagill was in the actual possession of the Abbot and Convent*] . . . whether they did ever see the Abbott or anie of monckes of the monasterie of Fountance occupie the close called Fornagill And what was the Abbott or monckes name that so did occupie the same And when and where and in what manner or how they do know that the ground was in the actuall and reall possession of the Abbott and Convent and not . . . of other persons fermours and tennauntes of the same especiallie consideringe the far distance. . . .

xiii. . . . whether he or any of his contestes hath contributed . . . or promised to contribute and beare any somme of money or other thing whatsoever for and towards the maintenance of this suite . . .

xiv. . . . whether Henry Ferrer gent. or any other in his name hath labored and sollicitied him or any other his contestes . . . to beare wytnesse and despose on the behalf of Thos. Proctor . . . And whether Henry Ferrer . . . have instructed or advised him . . . what or how to depose . . .

xv. . . . whether he or any other of his contestes have heretofore had or now have any groundes belonginge to Fornagill Howse or to the late monasterie of Fountance And whether they do pretend to be freed and dischargd from paying of tyethes . . . in like sort as doth Thos. Proctor . . .

xvi. . . . whether he do assuredlie hope or expect to be dischargd from payment of tythes . . . in case Thos. Proctor should prevaile in this cause concerning his own payment of tythes . . .

xvii. . . . whether [*the witnesses, named*] on the partie and behalf of Mr. Talbott . . . be honest persons of good name and fame and suche as beinge sworne wold not nor will not for any cause saye and depose an untruethe . . .

xviii. . . . whether he hath revealed or declared the contentes of theis Interrogatories . . . unto any other his contestes . . .

xix. . . . let everye wnesse be monyshed that he do not publishe or make knowen his sainges and depositions unto any person or persons before publication be judiciallye granted.

2. In the Second Place. [*Against the witnesses for Proctor*].

i. . . . howe manye pastures closes or peeces of grownde there nowe are and for thies xx, xxx, xl, l, lx yeres laste paste and tyme out of mynde of man have been called by the name of Fornagill, Fornagill Howse or Fornagill Close or Closes, syte and sytuate within the parishe of Kirkby Malloudall . . . of his or their knowledge . . .

ii. . . . whether he do nowe knowe or duringe the tyme afforesayd hath known anye pastures . . . Where the same lye and within and of what parishe the same ar and have beene duringe the tyme afforesayd . . .

iii. . . . whether the inhabiteurs and occupiers of the howse called Fornagill Howse and of all the other pastures closes and groundes called Fornagill have frome tyme to tyme duringe all the time afforesayd repared to the parishe Church of Kirkby Malloudall to heare devyne service and receyve the sacramentes and there alwaies have beene christened marryed and buried as often as neede required and for parishioners there commonlie been accompted and taken duringe all the tyme . . .

iv. . . . whether the pastures . . . called Fornagill or anye parte of them at the tyme of the dissolucion of the monasterye of Fountance and before and sence were common or inclosed groundes And what parte and howe muche was common and what and howe muche inclosed and when and about what tyme were the same inclosed . . .

v. . . . whether aswell before the inclosure of the groundes as sence there were not diverse and sundre persons other then the Abbott and Convent of Fontance which duringe tyme out of mynde of man had and of right ought to have common of pasture for their sheepe and other cattell of and within the groundes called Fornagill . . . and what were their names and what right had they [*in*] suche common of pasture . . .

vi. . . . whether such persons as had and have common of pasture . . . have from tyme to tyme during the tyme afforesayde paide their tythes of wooll lambe and other tythes chancing of their sheepe and other cattell pasturing within the said groundes unto the parsons proprietaries or their fermours of the Rectory of Kirkby Malloudall aswell tyme out of mynde before the dissolucion of the monasterye as also sence . . .

Report of the above Commissioners, of their examination of witnesses on Mon. Jan. 9 to Wed. Jan. 11 ; report dated 28 Feb. 1597/8.

[*Witnesses for Thos. Proctor*].

Joh. Lawson of Arncliffe aged 88 . . .

. . . the close or piece of ground called Fornagill was in the possession and occupacion of the Abbott and Convent of Fountains by the space of tenne yeres endid thre yeres before the dissolucion therof of this examinate sight, and time our of mans memorie before as he hath hard And the Abbott and Convent for the space of the tenne yeres did kepe the ground in ther owne handes and had goodes as shepe and cattell feding and depasturing therin from St. Ellen Day or therabouts till Michaelmas or therabouts yerelie And being askid how he knoweth this to be true he saith that he was hired servant to the Abbay for the tenne yeres in sommer tyme onelie, during which tenne yeres he in sommer tyme served the Abbey as a keper of ther cattell in a ground called Fountains Fell adioyning to the ground called Fornagill and lying open to it, and helped at May Day yerelie during the same tenne yeres or therabouts to fetch ther cattell and shepe at Fountance Abbay and drive them to Fornagill, and about Michaelmas did also yerelie during the same time help to drive the same cattell and shepe to Fountains Abbey againe, which cattell and shepe were burned and marked with the burne and mark of the Abbey Which ground called Fornagill although it was the Abbeyes ground aswell winter as sommer yet did not the Abbey kepe any goodes therin in winter tyme During which tenne yeres ther was never any tithes paid by the Abbey of their goodes renuyng in the same ground that he did know of, but how it hath bene usid sence he knoweth not . . .

. . . [*he is worth 40*] . . .

. . . he hath knowne Fornagill ground more then threscore and twelve yeres And that Fountains Fell lieth next unto it upon the Est side and Southside and upon the West it boundereth upon Nayles Inn, and upon the North it is bounderid with the Sleights.

. . . the ground called Fornagill and also the house called Fornagill House are xviii miles or therabouts distant from Fountans Abbey.

. . . dureing the tenne yeres . . . one who was commonlie called Marmaduke Abbott whom this examinate did oftentimes see and well know was Abbott of the Abbey.

Geoff. Symys of Arnecliffe aged 84 . . .

. . . for the space of twelve yeres or therabouts next before the dissolucion of the Abbey of Fountans and at the time of the dissolucion therof and ever sence hath well knowne the ground called Fornagill being part and parcell of Fountans Fell and lying open to it . . . in the reall occupacion of the Abbott and Convent of

this examinateth sight and knowledge who at the time of the dissolution thereof and twelve yeres before or therabouts being a neybour to the same ground and often keping companie with the hearde or keepers thereof . . .

. . . one Siggeswick who was owner or occupier of Fornagill House . . . had threscore ewes and lambes tenne kyne and a bull two mares and ther followers and a riding nagg yerelie in the same ground feding and lying in sommer tyme especiallye . . he is worth 40s. . . .

. . . Fornagill House and Fornagill which is parcell of Fountans Fell be all within the parish of Kirkby Malloughdale And he saith that the ground callid Fornagill . . . is bounderid with Nailes Yng and the groundes that belong to Fornagill House upon the West with Wessit Howses and a part of Fountans Fell upon the South with Fountans Fell upon the East and with Sleights and part of Fountans Fell upon the North . . .

Ra. Buck [*of Darnebroke in the parish of Kirkby Malloughdale aged 80*] . . .

. . . [*similar evidence to the above ; he knew Fornagill for eight years before the Dissolution, and has seen the cattle, horses etc. brought from Fountains Abbey about May Day*] . . . being borne verie nere to the same groundes and dwelling ther the same time, and so knew the premisses to be true and did knowe the herdes that kepte the same groundes and goodes therin for the Abbey, and hath sene the hearde milke the Abbeis kyne in the same ground lying ther swordes and bucklers besides them whilest they wer milking . . .

. . . besides the ground called Fornagill [*of which he gives the bounds to the same effect as previous witnesses*] ther be also other groundes in the same parishe adioyning to the ground called Fornagill which are part and parcell and belonging to Fornagill House which is site and situate in the same groundes . . . Fornagill is xx miles or therabouts distant from Fountains Abbey . . . he thinketh the owners or occupiers of Fornagill House paid rent to the Abbey for the gates . . . he hath sene and did know the Abbot of Fountans called Marmaduke occupie the ground called Fornagill in manner as he hath before deposed . . . the Abbott and Convent occupied the same groundes with shepe stottes horses mares etc. . . he hath groundes parcell of Fountans Fell which belonged to the monasterie of Fountans but not to Fornagill House, of which his groundes he thinketh he shold be discharged aswell as Thos. Proctor for his ground . . .

Owstan Airton [*of Scarthorpe in the parish of Burnsall aged 79*] . . .

. . . [*smiliar evidence to the above*] . . .

. . . Fornagill in the Abbey time lay open to Fountans Fell as he hath before deposed and how it is since inclosid he knoweth not . . .

thies tenements viz. Wessett Howses, Roughclose, Caponhaw and Mallome Water Houses had stint and rake of goodes in Fountans Fell in the Abbey tyme and since, and whether Fornagill House had any or no he knoweth not . . .

Roger Buck of Darnebroke aged 76 . . .

. . . [*similar evidence, to four or five years before the Dissolution*] . . .

. . . [*the Abbey*] had hearde that kept ther goodes, and milked ther kyne ther, laying ther swordes and bucklers by them whilest they milked the same kyne, all which he did know and see to be true, dwelling in or nere to Fountans Fell ever since he was borne, knowing the hearde and seing them about St. Ellen Day being some twentie score horses beastes and shepe from Fountans Abbey to Fornagill wher and in the rest of Fountans Fell which lay open to it they depastures till Michaelmas or therabouts and then drive them back againe to Fountans Abbey . . .

. . . he thinketh that Thos. Proctor is but herd to Mr. Farrer of the ground articulate . . . he is worth 40s. . . . it is twentie miles or therabouts betwix Fountans Abbey and Fornagill . . . the stint or rake of the goodes aforesaid [*i.e. of the 60 sheep etc.*] was within the compas of the rent of the tenement called Fornagill House, and the owners or occupiers of the house held the same stint together with the tenement in right therof for and under one and the same rent . . . he holdeth ground of the same tenure and nature that this Fornagill is and thinketh as good reason it shold be freed from tithe as well as this . . . at the time of the dissolution of the Abbey and before and sence [*Fornagill pasture*] lay open to the rest of Fountans Fell but was devided from other groundes that bounder upon it with walls and other fences And at this day the pasture is inclosid on all sides saving at the topp it lieth open to Fountains Fell . . .

Willm. Lambart [*of Scarthcote in the parish of Burnsall, aged 90*] . . .

. . . [*attests similarly, to 14 years before the Dissolution*] . . .

. . . and furder saith that yerelie during the xiiii yeres next before the dissolucion the herdes and servantes of the Abby brought the Abbys shepe which depastured in Fornagill to Kilnesey a quarter of a mile from the place where this examine now dwelleth and ther also did dwell yerelie upon the morrow after Midsommer day to be clippid, wher he saith they were clippid and the woll whollie caried away to the Abby without any tithes paying for the same . . .

. . . If Fornagill which is parcell of Fountans Fell be inclosid, it is inclosid sence the dissolucion of the Abby, for at that time and before it lay open to Fountans Fell . . .

[*The last three witnesses all knew Abbot Marmaduke*].

[*Three sets of Articles for Talbot*].

They set out generally that Edwd. Talbott is proprietary or farmer of the Rectory of Kirkby Malloudaill in Craven, and has been so for the last four years ; Thos. Proctor from clipping time 1595 to clipping time 1596 had 500 sheep in the parish, and of them converted to his own use 500 fleeces and 300 tithe lambs ; the value of a fleece then was 18d. and of a tithe lamb 3s. 4d. and Thos. Proctor has not paid, and has refused to pay, his tithe.

[*The Answers of T. Proctor to these Articles. 20 Jan. 1596/7*].

. . . from clyppinge tyme 1595 untill Michaellmas then next followinge he had lxx shepe pasturinge . . . in a close or peece of ground called Fornagill . . . and frome Martinemas then next followinge untill the middest of the moneth of Aprill then next followinge he had xvii shepe pasturinge . . . upon groundes belonginge to a place called Fornagill House . . . and frome the midest of Aprill untill clippinge tyme then next followinge he had lxxx shepe pasturinge . . . in Fornagill . . . of which he had and convertyd to his owne use lxxx fleces of woll and thre lambes . . .

. . . a flece of woll was and is worth xiiid. and a tieth lambe iis. . . .

. . . at clippinge tyme last he was requiered by the partie of E. Talbott Esq. to pay the hole tieth of his woll and lambes, the which he refusyd to do because he thinketh that by law the same is not dew to hym ; howbeit he sayeth that at clippinge tyme last he offeryd to the deputies of E. Talbott Esq. one flece of woll for the halfe tieth of xvii fleces of woll growinge of the xvii shepe . . . and iiid. for the tieth of the thre lambes . . . the which two sommes they refusyd to receive and he this day haith offeryd "in the acts of Court" to the partie of E. Talbott Esq., the somme of xiiid. for the price of the tieth flece of woll and thre halfpence for the tieth of the thre lambes . . .

The next two documents show the prosecution reinforcing the attack on Thos. Proctor and on his attempted defence.

[*Additional Articles for Talbott*].

i. . . . for and during so long tyme wherof mans memory doth not extend to the contrary the house called Fornagill Howse with all and singular groundes therunto belonging have allwaies bene used occupied and possessed by other persons then by the Abbott and Convent themselves . . . neither did the Abbott or any of the monckes or religious persone of the late monastery cohabytt or dwell at the house or grounds or occupy the same in their owne handes . . .

ii. . . . but they lived at Fountans Abbey untill the dissolucion therof . . .

iii. . . . Fountance Abbey is distant from Fornagill House by the space of xl, xxx or xx myles . . .

- iv. . . . Fornagill House with all groundes therunto belonging were allwaies for and during all the tyme aforesaid in the handes and occupacion of certaine tennantes or fermors who payed and satisfied a certaine yearly rent for the same . . .
- v. . . . the tennantes of Fornagill House had yearely certaine shepe depasturing upon the groundes of Fornagill House for and during all the tyme aforesaid . . .
- vi. . . . for and during all the tyme and namelie at and about the day of the dissolucion of the monastery the tythe woll and lambe of the shepe pasturing upon the groundes belonging to Fornagill House was yearelie set furth and paid by the tenantes fermors and occupiers of the groundes being owners of the shepe to the persons proprietaries their fermors or deputies of the Rectory of Kirkby Mallowdale.

[Further Articles. Against a pretended matter exhibited for the party of Thos. Proctor].

- i. . . . the close or peece of ground called Fornagill was and is site and situate within the parishe of Kirkbie Malloodale And during the time aforesaid ther was not nor is not any other peece of ground called Fornagill then the close or peece of ground whereupon the shepe did lye and depasture . . .
- ii. . . . during time out of mind of man the close called Fornagill belonged to Fornagill Howse or at least was used and occupied as belonginge to the Howse. . .
- iii. . . . the fermors or occupiers of Fornagill Howse had yearlie certaine shepe pasturing upon the close called Fornagill Close And the tythe woll and lambe of the shepe was yearelie sett furth and paid by the occupiers of the Howse and close to the persons proprietaries their fermors or deputies of the Rectory of Kirkbie Mallowdale aswell at and before the dissolucion of Fountance as allwaies sence untill now of late . . .
- iv. . . . the Abbot and Convent of Fountance were of the order of the Cistercians . . .
- v. . . . the tennantes or fermors of anie groundes or cattell belonging to any religious persons especially of the order of the Cistercians were chargeable with the payment of tythes upon the groundes or of the cattell of the religious persons occupied or possessed by the fermors or tennantes And the tennantes and fermors did frome tyme to tyme satisfy and pay ther tiethes accordingly And sence the dissolucion of the monasteries the fermors and tennantes of the groundes sometimes belonging to the religious persons especially of the Cistercians order have by diverse Judgements in the Ecclesiasticall Courtes and elles where bene condemned and compelled to satisfie and pay their tythes upon such groundes as belonged to religious persons especially of the Cistercians order . . .

vi. . . . the close called Fornagill did sometimes belong to the late dissolved monasterie of Fountance yet nevertheles Thos. Proctor was and is tennant or occupier and not lord or owner of the close . . .

vii. . . by reason of the premisses Thos. Proctor was not nor is not discharged from payment of tithes as is by him pretended and alledged but contrariewise he was and is to be condemned and comeppelled to set furth and pay his tythes . . .

[*Attestations for the defence. 10 Dec. 1597*].

Simon Bullocke [*of Tossyde in the parish of Long Preston, labourer, aged 28*] . . .

. . . his father the last somer savinge one had two whyes somered from May Day untill Mychaelmas in a pasture or ground called Fornagill . . . then kepte by Thos. Proctor eyther as farmynge the same from and under one Mr. Farror who is said to be owner therof or takinge in jeast cattell for Mr. Farrer And one day about a fourthnyghte after Mydsomer last was twelvemonth this examine wente to Furnaygill groundes to see his fathers two whyes, att which tyme thre or four men who sayd they were tyethe gatherers for Mr. Talbott came to Furnaygill House where Thos. Proctor then was and demaunded tyethe wooll and lambes of Thos. Proctor aswell for his shepe which had pastured and renewed the yeare before in Furnaygill groundes as for some other shepe of his which were wintered the next winter before that tyme at Furnaygill Hous with one Seggeswycke who then occupied and dwelte att the same Furnaygill House to whome Thos. Proctor sayd that for his shepe which pastured and renewed in Furnaygill he was not to pay any tyethes eyther for theyr woole or lambes for that the same was Abbey landes and free from payment of tyethes but for suche shepe as had wyntered with Syggeswycke att Fornaygill House the next winter before that tyme which he said were only seventene whereof he had onely three lambes, he would pay them bothe tyethe wooll and lambes for them and offered them two fleces of wooll for the tyethe of the wooll of the same his xvii shepe and willed them to please them selves as for his three lambes he then and ther offered them three pence in money for theyr tyeth which they refused to receyve sayinge that they woulde eyther have tyethes for all his shepe aswell for them which depastured and renewed in Fornaygill as them which were wintered at Fornaygill House or els they woulde not receyve none at all, at which tyme and place were presente his conteste Steph. Woodward, the tyethe gatherers, Thos. Proctor, this examine and no mo.

Stephen Woodward [*of Tossyde, labourer, aged 22*] . . .

. . . [*very similar evidence. Proctor refused to pay tithe on Furnagill land formerly belonging to the Abbey, "for he was not to rayse uppe any newe custome."*]

Fra. Benson [*of Langewall in the parish of Kyrkby Mallaughdale, aged 77*] . . .

. . . [*born and brought up within the parish and has known Fornagill pasture since he was seven years old*] . . .

. . . he can well remembre that the horses and beastes of the Abbott and Convent of Fountaunce Abbey were kepte on the same pasture in sommer tyme from about May Day unto Mychaelmas beinge as he saythe an highe moorishe and mossy grounde fitt onely for someringe and not for wynteringe of any cattell . . . And he doth remembre that one Willm. Blande and one Billington were herdemen in somer tymes for the Abbott and Convent and kepte and loked to theyr horses and cattell ther And these thinges he saythe he the rather and better remembreth for that his father was then tennant unto the Abbott and Convent of groundes not farre from Furnaygill pasture and he remembreth that the herdemen were boorded in the somer tymes att one Ric. Fenwickes houses at Penny Gent when they loked to the same cattell . . .

. . . he never knew any tithe paid on Furnagill as Abbey ground . . .

. . . Thos. Proctor for these three or four yeares last past hath occupied with his owne or Mr. Farrers goodes or other mens by him taken to ieast the groundes or pasture called Furnagill pasture . . .

[*Sentence. For the prosecution, Edwd. Talbott. 27 May 1598*].

[*Thos. Proctor was condemned to pay the third part of the tithe of 17 fleeces and the twelfth part of the tithe of 80 fleeces, or their true value, at the rate of 14d. for a fleece, and 1½d. for the tithe of three lambs, and to pay the costs of the prosecution in the suit*].

The wrapper of the file is a brief of Q. Elizabeth dated 22 Oct. 40 Eliz. from her Exchequer Court, ordering stay of proceedings in the Ecclesiastical Courts against Thos. Proctor.

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